JURISDICTION OF COUNTY COURTS - - - - - - - - - p. 627
OBTAINING AN ORDER FOR POSSESSION BY MISREPRESENTATION—p. 629

The Solicitors' Journal and Weekly Reporter.

[REGISTERED AS A NEWSPAPER]

VOL. LXXI. No. 32 [PAGES 625 TO 638]. Saturday, August 6, 1927. PRICE 1s.

FLOWERDEW & CO.,
Translations of Notarial Quality.
WORK DONE ON PREMISES BY PERMANENT STAFF.
227-228, STRAND *(Facing Law Courts).*
'Phone: City 1155 (3 lines). Tel.: "Flowerdew, London."
CITY OFFICES:—11, POULTRY, E.C.2.

THE GUARANTEE SOCIETY, LIMITED,
which has been in existence for a period of upwards of 85 years for the transaction of
FIDELITY INSURANCE
is enabled to place at the disposal of employers generally, and to all who require Guarantees for Official and other Appointments, the advantages of its unrivalled experience in this class of business.
COURT BONDS
A SPECIALITY.
Other Departments:
FIRE, ACCIDENT,
BURGLARY, CONTINGENCY.
19, Birchin Lane, London, E.C.3.
Telephone: CENTRAL 813 and 814.

ESTABLISHED 1809.
NORTH BRITISH & MERCANTILE
INSURANCE COMPANY, LTD.
FIRE LIFE
ANNUITIES ACCIDENT
BURGLARY MOTOR MARINE
AND OTHER CLASSES OF INSURANCE
TOTAL FUNDS EXCEED
£33,875,000.
TOTAL INCOME EXCEEDS
£10,052,000.
CHIEF OFFICES:
LONDON: 61, Threadneedle Street, E.C.2.
EDINBURGH: 64, Princes Street.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 5450 (eleven lines).

For
ADMINISTRATION, RECEIVERSHIP, CUSTOMS } BONDS
FIDELITY GUARANTEES
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION, LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

Expedition and Economy in Company Printing are assured by using
DRAFT FORMS OF MEMORANDUM and ARTICLES OF ASSOCIATION
By CECIL W. TURNER, Barrister-at-Law.
FULL SET (Public or Private) .. each 3s. 6d.
SHORT SET, adopting Table A with modifications (Public or Private) each 2s. 6d.
Set for Company Limited by Guarantee 3s. 6d.
THESE forms are frequently revised, and the regulations of thousands of existing Companies have been based upon them.
As the Society keeps standing hundred of sets of the type from which the drafts are printed, proofs can be supplied at a very short notice, and much of the usual cost of printing saved.
The Solicitors' Law Stationery Society, Limited
Head Office & Works: 104-7, FETTER LANE, E.C.4
BRANCHES:
22, CHANCERY LANE, W.C.2.
49, BEDFORD ROW, W.C.1. 6, VICTORIA STREET, S.W.1.
27 & 28, WALBROOK, E.C.4. 15, HANOVER STREET, W.1.
19 & 21, NORTH JOHN STREET, LIVERPOOL.

COSTS.
G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN,
35, BEDFORD ROW, LONDON, W.C.1.
BILLS OF COSTS of all kinds Advised upon, Settled or Taxed. Town or Country.
Costs Departments Managed. Telephone: Chancery 7528.

STEVENS & SONS, LTD.,

Law Publishers, Booksellers and Exporters.

Licensed Valuers for Probate, Partnership, &c.

Every Description of Law Work Sold or Purchased.

119 & 120, CHANCERY LANE, W.C.2.

Telephone: HOLBORN 1386.

Catalogues of New and Second-hand Law Books sent on request post free.

ORDER ALL

LAW BOOKS

FROM

THE SOLICITORS' LAW STATIONERY SOCIETY, Ltd.,

LAW BOOKSELLERS,

22, CHANCERY LANE, W.C.2, & Branches.

Telegrams: "OYEZ, FLEET, LONDON."
Telephone: HOLBORN 0162.

LORD MAYOR TRELOAR

CRIPPLES' HOSPITAL AND COLLEGE

355 children crippled by tuberculous disease in the hospital at Alton, and the Seaside Branch at Hayling Island.

In the College **50** crippled lads are being trained in skilled handicrafts.

WILL YOU HELP THOSE WHO CANNOT HELP THEMSELVES?

London Office: 25, Ely Place, E.C.1.

That Book you want!

FOYLES can supply it. Immense stock (*Second-hand and New*) on every conceivable subject, including Law Works and Text-books for every Examination. Catalogues free. Mention requirements or interests. Books sent on approval.

That Book you do not want!

FOYLES will buy it—a single volume up to a library. Expert valuers sent any distance.

FOYLES, 121, Charing Cross Rd., London, W.C.2.

PECKHAM HOUSE

MENTAL HOSPITAL.

ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15.

TELEGRAMS: "ALLEVIATED, LONDON."
TELEPHONE: NEW CROSS 576.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Worthing during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

FIXED INCOMES.—HOMES FURNISHED on an equitable system of DEFERRED PAYMENT, specially adapted for those with fixed incomes who do not wish to disturb investments. The largest stock in the world to select from. All goods delivered free by Maple's own Motor Service direct to customers' residences in thirty-six counties.—Write for particulars to MAPLE & CO., Tottenham Court-road, London, W.1.

WHEN YOU WANT A LAW BOOK

WRITE TO

SWEET & MAXWELL, LTD.

3 Chancery Lane, London, W.C.2.

LIBRARIES PURCHASED AND VALUED.

THE KELLY LAW-BOOK COMPANY, LTD.,

BUY AND SELL all descriptions of LAW-BOOKS (New and Second-hand).

Please Address:

KELLY LAW-BOOK COMPANY, LTD.,

57, CAREY STREET, CHANCERY LANE, W.C.2.

*** Valuations made upon Moderate Terms.

PATENTS, DESIGNS AND TRADE MARKS.

WHEATLEY & MACKENZIE,

Consulting Engineers & Patent Agents,

40, CHANCERY LANE, LONDON, W.C.2.

Principal: MR. S. PERCIVAL. Established 1883.

ESTABLISHED 1800.

T. M. SUTTON

Telephone: Victoria 310. **156, Victoria St., S.W.1.**

Directly opposite Underground, Victoria.

ADVANCES MADE upon Pearls, Diamonds and all kinds of Precious Stones, Works of Art, Plate, Jewellery, &c. &c.

Jewels received by post promptly attended to.

VALUATIONS FOR PROBATE, INSURANCE, &c.

STRONG ROOMS FOR THE BETTER SECURITY OF VALUABLES.

SECOND-HAND JEWELS

Bought, Sold or Taken in Exchange.

Bankers { NATIONAL BANK, BELGRAVIA. LLOYDS BANK, ST. JAMES'S ST., S.W.1.

Established 1836. Telephone: Holborn 0273.

GENERAL REVERSIONARY AND INVESTMENT CO.

Assets £1,000,000.

Reversions and Life Interests Purchased or Loans Granted thereon.

Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

"LAW NOTES" LENDING LIBRARY

for PRACTITIONERS and STUDENTS.

SUBSCRIPTIONS FROM £1 1s. PER ANNUM. For information—THE LIBRARIAN, "Law Notes" Library, 25 and 26, Chancery Lane, London, W.C.

Mr. J. A. WATSON, B.Sc., LL.D.

BARRISTER-AT-LAW,

5, KING'S BENCH WALK, TEMPLE, E.C.

LAW LECTURER and TUTOR (London and Cambridge). Prepares Pupils, individually and in class, for

Solicitors', Bar and University Law Examinations.

Evening Classes a special feature, also Last Month Revision Classes.

WHEATLEY KIRK, PRICE & CO.

(ESTABLISHED 1850.)

Mechanical & Electrical Auctioneers & Valuers,

46, Watling Street, London, E.C.4.

16, Albert Square, Manchester.

26, Collingwood Street, Newcastle-on-Tyne.

RELIEVES COLDS PREVENTS "FLU"

VAPEX (REG. TRADE MARK) INHALANT

Summer Colds

THE prevalence of dust renders a cure difficult -- unless "Vapex" is used to soothe, cleanse and protect the inflamed mucous membrane of nose and throat. Try a daily drop of "Vapex" on your handkerchief.

All Chemists, 2/- & 3/-

THOMAS KERFOOT & Co., Ltd. V.29

THE NATIONAL HOSPITAL, QUEEN SQUARE,

For the Relief and Cure of Diseases of the Nervous System, including Paralysis & Epilepsy, LONDON, W.C.1.

The Largest and Oldest Hospital of its kind is forced to rely, to some extent, upon LEGACIES for maintenance.

Please Remember this Humane Work.

Those desiring to provide Annuities for relatives or friends are asked to send for particulars of the DONATIONS CARRYING LIFE ANNUITIES FUND.
THE EARL OF HARROWBY, Treasurer.

BRIGHTON HALL HOTEL

AND STUDENTS' RESIDENCE,

Cartwright Gardens, near Russell Square, W.C.1.

Only 3 minutes from Euston, St. Pancras and King's Cross. *Telegrams:* Eupancros, London. *Telephone:* Museum 5628.

Excellent Cuisine. Every Comfort. Electric Light. Gas Fires.

Comfortable Writing and Reading Rooms for Students.

SPECIAL INCLUSIVE TERMS TO LAW STUDENTS.

On recommended Lists of Various Educational Institutions.

Very Convenient for Chancery Lane and Law Courts.

The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page ix.

VOL. LXXI. Saturday, August 6, 1927. No. 32

Current Topics: When is a Motorist Drunk ? — Trade Combinations — Billiard Rooms on Sunday — Tax on Ready-Money Bets—Medical Confidences .. 625

Jurisdiction of County Courts .. 627

Some Legal Aspects of Town Planning 627

A Conveyancer's Diary 629

Landlord and Tenant Notebook .. 629

Books Received 629

Points in Practice 630

Correspondence 632

Reports of Cases—

MACKENZIE – KENNEDY *v.* AIR COUNCIL 633

"THE FAGERNES." OWNERS OF THE S.S. "CORNISH COAST" *v.* SOCIETA NAZIONALE DI NAVIGAZIONE 634

In Parliament 635

Societies 635

Legal Notes and News 637

Stock Exchange Prices of Certain Trustee Securities 638

Current Topics.

When is a Motorist Drunk ?

THE CASE of *R.* v. *Presdee* in the Court of Criminal Appeal on the 28th ult. is instructive as showing the futility of trying to define drunkenness with reference to a special set of circumstances. The appellant was sentenced at the Worcestershire Quarter Sessions to a month's imprisonment for being drunk in charge of a mechanically propelled vehicle. The chairman is reported to have directed the jury that if a man had taken alcohol and was rendered by it unfit to drive a motor car he was drunk "for the purposes of the present case," and he chose to interpret as a verdict of guilty the jury's cryptic utterance that the accused was "guilty of being incapable of driving a motor car, brought about by alcohol, but he was not drunk : he was not drunk to the extent which we should call a drunken man." The Lord Chief Justice said no ingenuity could get rid of the words "not drunk" in the jury's statement. That was a verdict of not guilty. He went on to suggest that perhaps the word "drunk" in s. 40 of the Criminal Justice Act, 1925, ought to be defined as "in a condition in which a person is unable to drive a motor car by reason of the quantity of alcohol which he has consumed." But is a definition really necessary, and would it cure the present confusion of thought on the point ? "Drunkenness," said Sir JAMES CRICHTON BROWNE recently, "is a condition so ambiguous in its boundaries, so varied in its contents, that no description of it can be so exact, so strictly inclusive and exclusive, as to be practically useful." The essence of the matter is this, that drunkenness is a condition varying in degree, from alcohol-induced coma verging on death to a fairly mild affection of the nervous system involving some loss of control, that whether the person accused be a motorist or a pedestrian, he must be within these limits, though a less degree of drunkenness makes necessary the arrest of a person in charge of a powerful machine than requires interference with one who is walking along. That is where the confusion of thought comes in. The mildly drunk man is drunk whether at the wheel of a car, or walking with fixed eye and unnatural gait towards home. But there is no object in arresting and punishing the latter. His behaviour is of such small import that it would be foolish to waste time dealing with him. Directly his condition may be a cause of danger to others a reason arises for police action. When he demonstrates his dangerous state by bringing about an accident he is a fit subject for the application of s. 40 of the Criminal Justice Act, 1925. It is quite easy to direct the jury in such a case in an unexceptionable way. If they do not find guilty when they should the fault is theirs. It is no remedy to interpret a clumsy and contradictory statement as a positive verdict.

Trade Combinations.

PROBABLY most lawyers, even though some of them may have felt considerable sympathy with Mr. Justice EVE'S strongly expressed views, were prepared for the reversal of his decision in the *British Ropes Case*. For their own welfare various companies had combined, and had become subsidiary to a "parent holding company" after well-known precedents. They desired to introduce a contract selling system with a view to reducing costs. For this purpose some modification of the subsidiary companies' memoranda was necessary, and Mr. Justice EVE considered the petition of one of them to confirm the special resolution to this end. He dismissed it on the ground that the scheme was not for the benefit of the company, but he made scathing remarks on trade combinations in general : "A most villainous and mischievous form of finance, which in my experience leads to a great deal of gerrymandering . . . you will never convince me that any combination of manufacturers puts down competition for the benefit of the public. It must be contrary to public policy."

The Court of Appeal, finding that the directors of the subsidiary company were convinced that the arrangement would be for its benefit, and there being no opposition, confirmed the resolution, Lord Justice LAWRENCE enunciating the proposition that, on such proceedings, the court had no concern to see how the alteration would affect persons not members of or interested in the company. This no doubt is the correct view as the law stands, and, if and so far as there is mischief in gigantic trade combinations, the matter is one for the Legislature. Our law as to such combinations is laid down in the classical judgment of COLERIDGE, L.C.J., in the "*Mogul*" *Case*, 1888, 21 Q.B.D. 544, affirmed H.L., 1892, A.C. 25, and a charter for a policy of "enlightened self-interest," which may injure others, is found in *Sorrell* v. *Smith*, 1925, A.C. 700. It is in fact impracticable to prevent persons combining together in their own interest by a mere statutory veto, and in America the result of the Sherman Act is merely that members of various trusts regulate their prices and policy in harmony by the long arm of coincidence, instead of open agreement. The result of course is that, so far as the prevention of monopolies is concerned, the public is left in the United States as it was. Here we had some experiments in the methods of controlling prices in the public interest during the war, and they involved some rather elaborate machinery. It may be that some machinery of the kind may again be necessary in the public interest, and, expensive though it may be, it will prevent the customer being victimised by monopolies and trusts. Our statesmen certainly cannot afford to relax their vigilance in the matter. But, as the law stands, judges have no power of protecting the public from inflated prices.

Billiard Rooms on Sunday.

AS IS WELL known, billiard rooms have to be kept closed upon Sundays, but it has nevertheless been the practice for publicans, while permitting no play, yet to serve alcoholic drinks in those rooms on Sundays. Where, as is sometimes the case, the billiard table is in the bar, they have no alternative but to serve there or close altogether. The legality of this practice has recently been called in question, and a licensed victualler at Scarborough, after a police warning, applied to the licensing justices for permission to sell drinks in his billiard room on Sundays. The justices rightly replied that they had no power to give such permission, but indicated that any information for an alleged offence would be adjourned till after the next "Brewster" sessions. The sale is either lawful or unlawful—a point to be tested when an actual case arises—and publicans, being, like all other men where the criminal law is concerned, presumed to know the law, must act at their own risk. It is quite clear that if the billiard room is open with the billiard table uncovered and the implements of the game available an offence is committed, but it is not quite so clear where, as in some cases, the billiard table is covered with a wooden top and so converted into an ordinary table, and cues and balls are removed. It is argued with some plausibility that the room then loses its character of a billiard room, and this is not altogether an untenable proposition. On the whole it seems unlikely that the High Court would entertain it. As to play after hours, the case of *Ovenden* v. *Raymond*, 1876, 40, D.P. 727, shows that the law will be strictly interpreted. There lodgers in the house were playing after hours, and this was declared to be unlawful. The same would probably apply to the licensee himself and his family.

Tax on Ready-Money Bets.

CERTAIN RATHER naive people supposed that the betting tax was leviable only on so-called "legal" bets, and that the street bookmaker or other person who infringed existing provisions of the criminal law could not be touched under the penal section of the Finance Act, 1926. They held this view in face of the absolutely general wording of the taxing enactment that there shall be levied and paid an excise duty "on every bet made with a bookmaker," the expression "bookmaker" also being defined in the widest of terms, without any limitation to particular forms or methods of betting. The case of *Clark* v. *Westaway*, before a Divisional Court on a case stated by justices, on the 27th July, has presumably dispelled this illusion. It is there laid down in the clearest terms that persons who bet in such a way and place as to be liable to penalties under other enactments do not escape liability under the betting duty provisions. As the Lord Chief Justice pointed out, to hold otherwise would amount to permitting persons to evade taxation by setting up their own wrong. Beaten out of one untenable hold, the appellant took refuge in another, and sought to set up that a conviction under the Betting Act, 1853, barred a conviction under the Finance Act, 1926. Apart from the little circumstance that the ingredients of the two offences are not the same, there is the express provision in the later Act that the penalties it imposed upon an offender are "without prejudice to his liability to any other penalty."

Medical Confidences.

IN A RECENT case a wife petitioned for divorce, alleging that her husband had infected her with syphilis. The man's doctor was called against him, and demurred to giving evidence on the ground of professional secrecy. The judge over-ruled the objection and held that the witness must answer the questions put by the petitioner's counsel as to his patient's complaint, with the alternative of being "in contempt," and liable to imprisonment.

In so holding the judge was, of course, fortified by precedents of undoubted authority. Though perhaps by way of dictum only, the law is concisely stated by JESSEL, M.R., in *Wheeler* v. *Le Marchant*, 1881, 17 C.D. 675: "The communications made to a medical man whose advice is sought by a patient with respect to the probable origin of the disease as to which he is consulted, and which must necessarily be made in order to enable the medical man to advise or to prescribe for the patient, are not protected. Communications made to a priest in the confessional are not protected." The cases as to doctors are collected in HALSBURY'S "Laws," vol. 20, p. 337, and to them may be added that of the murderer ARMSTRONG, whose doctor had to make a similar revelation to counsel prosecuting. As to priests and clergymen, the law is laid down in *Normanshaw* v. *Normanshaw and Measham*, 1893, 69 L.T. 468, and in *R.* v. *Hay*, 1860, 2 F. & F. 4, a priest went to prison as a witness in contempt rather than answer a question which might have incriminated a penitent, though not strictly relating to confession.

The authorities have held out that absolute secrecy is guaranteed in the venereal clinics, and an answer given on behalf of the Minister of Health as to the extortion of medical confidences in a public court evidently shows that they are not quite easy on the matter. It certainly demands their full consideration. It is difficult enough to induce an uneducated man to consult a doctor when he knows that he must thereby reveal moral offence. Anything more likely to breed hesitation than the knowledge that his misfortune may be published broadcast if he does so can hardly be conceived. Again, if he consults a doctor, the latter can put pressure upon him, and perhaps save his wife from infection; but her chance is well-nigh hopeless if he ignores his disease. The need of treating these diseases at the earliest possible moment is well known, as also the fact that, if neglected, the sins of the fathers are visited on the children.

If the privilege is ever conceded, care should be taken that, like the legal profession privilege, the exercise of it should not be the subject of adverse comment: see the strong obervations of Lord CHELMSFORD in *Wentworth* v. *Lloyd*, 1864, 10 H.L.C. 589.

Jurisdiction of County Courts

to Try Action for the Recovery of Gifts made in contemplation of Marriage.

An important judgment concerning the jurisdiction of the county court to try actions for the recovery of gifts given in contemplation of marriage, was delivered by the Divisional Court in *Parsons* v. *Burgess*, noted on p. 591, *supra*.

In that case the plaintiff claimed the return of a sum of money and certain articles which he alleged he had given the defendant in contemplation of marriage, on the ground that the defendant had wrongfully broken the engagement. According to the opinion expressed by McCardie, J., in *Cohen* v. *Sellar*, 1926, 1 K.B. 536, if the plaintiff's contention had been correct he would have been entitled to recover the sum and articles in question from the defendant, since, according to *Cohen* v. *Sellar*, while a gift given in contemplation of marriage, may not be recovered, if the engagement has been broken off through the fault of the donor of the gift, the donor nevertheless is entitled to recover it, if the contemplated marriage does not take place, through the fault of the donee.

If the plaintiff's claim in *Parsons* v. *Burgess* were analysed, although, at first sight, it would appear to be in part a claim for conversion or detinue, it would be seen that the claim was in substance, one for damages for breach of promise of marriage, out of which would arise the claim for the return of the money and chattels in question, since in order to succeed the plaintiff would have to prove a wrongful breach by the defendant of the contract to marry, and it would be solely on such wrongful breach, that the whole of the plaintiff's claim could be founded.

This was the view taken by the Divisional Court.

Authority is not lacking for the proposition, that a plaintiff cannot confer jurisdiction on a court by framing his particulars of claim in such a way as to evade the express statutory or other prohibition, which denies the court jurisdiction in a particular case.

Reference on this point may be made to *Hunt* v. *North Staffordshire Railway Co.* 2 H. & N. 451. There the plaintiff sought to recover in a county court, £17 odd, as moneys paid for loss of time and attendance before the magistrate upon a summons by the defendant company against the plaintiff for riding in a railway carriage without having paid his fare, which summons had been dismissed, with costs. The action was, therefore, in substance, an action to recover damages for malicious prosecution, and it was held that the county court had no jurisdiction to try the action, and a writ of prohibition was granted.

Reference again may be made to *Foster* v. *Reeves*, 1892, 2 Q.B. 255; 67 L.T.R. 537. There the defendant had entered on certain premises under an executory agreement for a lease. He subsequently gave six months' notice to quit as if on a yearly tenancy and left the premises. The landlord subsequently brought an action to recover one quarter's rent (£17 10s. 3d.) accruing due after the defendant had given up possession. The value of the premises being over £500, the county court had no jurisdiction to make a decree of specific performance, but the learned county court judge, who tried the action, being of opinion that it was a fit case in which a court having jurisdiction would make an order for specific performance, gave judgment for the amount of the rent claimed.

The Court of Appeal, held, however, that there was no jurisdiction vested in the county court judge to make even this order on the ground that inasmuch as the whole matter was outside the equitable jurisdiction of the county court (the value of the premises being over £500), the county court could neither grant specific performance, nor make any order, which was based on the assumption that such an order had or could have been made. Thus Lord Esher, M.R., said in his judgment (*ib.*, at p. 257): "When the agreement is looked at it is found that it assumes to create a tenancy for three years to begin at a subsequent date. Such a tenancy can at common law only be created by deed, and the agreement cannot be used to enforce a claim for rent said to be payable by virtue of it, although the person who is required to pay is not in possession. If, therefore, we look to the common law alone, this claim cannot be supported. It is said, however, that equity would decree specific performance, and that if so the case is to be treated in every court as if specific performance had been decreed and a lease granted. If that argument is sound the agreement is effective and the rent due. The answer given to this contention is that a county court has no jurisdiction in such an equitable matter, and cannot take notice of this equitable doctrine. The point is puzzling, but on the whole I think the county court judge had no right in this case to give judgment for the plaintiff. The matter could not be brought within the equitable jurisdiction conferred on county courts, and the judge had to deal with it at common law only. If the debt is an equitable one, and cannot be treated as a common law one, it could not be enforced in the county court. It seems to me under these conditions that the judge of the county court was in the same position as a judge of a common law court in the old days before the passing of the Judicature Acts."

Reference again may be made to *Smith* v. *Smith*, 1925, 2 K.B. 144. There an action had been brought in the county court to recover £40, being two months' arrears of a pension of £240 per annum, which the plaintiff alleged the defendant had agreed to pay him. The plaintiff further claimed a declaration that the defendant was liable to pay him during his lifetime a pension at the rate of £240 per annum.

The court held that the county court had no jurisdiction to make the above declaration, since it might involve the payment of sums of money by the defendant in excess of the limit of £100, furnished by the County Courts Act.

Some Legal Aspects of Town Planning.

By RANDOLPH A. GLEN, M.A., LL.B.

(*Editor of "Glen's Public Health," 1925 Edition.*)

(*Continued from p.* 575.)

IX.

Through the courtesy of the Clerk to the Sevenoaks Rural District Council, Mr. John Mudd, I am now able to summarise the observations of the Minister of Health upon the Preliminary Statement of that Council's scheme.(1)

As to "*streets*," the Minister said: "It is observed that in a number of cases the street proposals shown on the Map involve the appropriation of strips of commons or existing public open spaces. In view of the provisions of para. 3 of Pt. II of the 3rd sched. to the Town Planning Act, 1925, it will be necessary to provide in the scheme and on the Map for the giving in exchange of an equivalent for the land appropriated, and the Minister would be glad to be informed of the proposals of the Council in the matter." With reference to the Shoreham Valley Road and the Westerham-Kemsing section of the branch road to the Reigate-Maidstone Road, the Minister's observation was: "Representations have been made by the Minister of Transport that it is unnecessary and undesirable to make provision in the scheme for a new arterial road along the Darenth Valley, that, apart from any question of amenity, he does not consider that on traffic grounds such a road would

(1) Summarised *ante*, p. 479. For the observations of the Minister upon the urban part of the scheme, see *ante*, pp. 479, 574.

form the best line of approach to the proposed Dartford-Purfleet tunnel, and that, in his view, the best approach to the tunnel, for traffic from the London-Hastings Road, would be along the line, indicated on the enclosed plan No. 1, starting from a point on the Orpington by-pass and joining the western extremity of the Farningham By-pass by suitable gradients and without the need for any bridge over the railway. The Council will no doubt consider the adoption in their town planning scheme of the portion of the route suggested by the Minister of Transport which lies within their area, after consulting with the County Council and the Joint Committee on the proposal generally and the neighbouring local authority on the question of the adoption of the route in the town planning proposals for the adjoining area."

With reference to certain additional widenings advised by the Minister of Transport, the Minister of Health said: "The Council will no doubt consider how far it is practicable for them to adopt these suggestions and approach the County Council with a view to ascertaining whether they concur in any additional widenings of main roads proposed to be included in the scheme." As to a road lying "along the boundary between the rural and urban districts, it is suggested that the Council should consult with the urban council with a view to provision being made in the urban scheme for any parts of the widening falling within the urban district." The two Ministers had considered the proposed "East and West Road" and the observation upon it was: "It would appear that the prospect of the construction of the road is very remote, and it is considered that, as the road to a large extent forms an alternative or duplicate to Street No. 8, the future traffic requirements are not likely to be such as to warrant provision in the scheme for the reservation of the route. It is suggested, therefore, that the proposal should be omitted."

Expense caused by "severance" was the ground of the following observation: "The Minister suggests that the Council should consider whether, in view of the expenditure which may be involved in this proposal on account of severance, it would not be advisable to omit this street and stopping up and to provide for an alternative new street on the lines indicated on the enclosed plan No. 2." Deprivation of "access" caused this observation: "The Minister understands that the lands on opposite sides of the existing roads proposed to be stopped up are in different ownership, and that the stopping-up would, therefore, deprive property of an existing access. An arrangement with the owners for a satisfactory adjustment would have to be considered before a stopping-up in such circumstances could be authorised by the scheme, and the Minister would be glad to be informed whether the Council have approached the owners in the matter, and, if so, with what result." "Footpaths" and "water mains" are dealt with thus: "The Council will no doubt consider during the preparation of the draft scheme whether there are other cases where, on the construction of new streets coloured pink on the Map, equally convenient rights of way will be provided for footpaths, etc., which it would be desirable to stop up in the interests of convenience of development, bearing in mind the necessity of avoiding any stopping-up which would deprive any property of an existing access without providing a sufficient alternative and, where there are water mains or other services in the road proposed to be stopped up, the desirability of an arrangement with the undertakers on the question of adjustment of the services." Other "street" observations were similar to those already summarised.(2)

As to "*building lines*," in addition to observations similar to those already noted,(3) the Minister said: "It is observed that where the Council propose to widen existing roads they have shown building lines on the Map where the frontages are already developed. The Minister considers it important that in fixing building lines, particularly in the case of built-up property, the effect of the sterilisation imposed should be considered, e.g., as regards the depth of land left available for building in relation to the probable type of development or re-development. Reference may be made in this connexion to sub-cl. (3) of cl. 34 (Building lines) of the Model Clauses giving power to fix building lines at a later date on any existing street, or part of an existing street, on which it is not considered desirable to fix them definitely at the time of making the scheme. It is suggested, therefore, that the Council, in preparing the Map at the draft scheme stage, should omit building lines where built-up property is concerned unless it is clear that re-development will not be prejudiced thereby."

As to "*industrial areas*," the observations in this case differ from those on the Sidcup Scheme,(4) and were: "With regard to the proposal of the Council that only industrial buildings should be allowed without consent in the areas coloured purple on the Map, the Minister recognises that it is very desirable that land peculiarly suited for a special use should be restricted as far as possible to that use, and especially that indiscriminate mingling of factories and dwelling-houses should be avoided. It would not be equitable, however, to prevent the use of land for housing where readily saleable, and not unsuitable for that purpose, except with the substantial agreement of the owners concerned, unless it could be confidently anticipated that the special type of development for which it is allocated would in fact take place within a reasonable time, so that owners would not be liable to suffer materially through loss of other opportunities. The extent to which the owners concerned have other land available for normal development, and equally equipped (e.g., with streets and sewers) would be a material factor in determining how far it was justifiable to place a special limitation on their land. Subject to these considerations, the Minister is disposed to consider that the areas hatched purple on the Map would be more appropriately zoned at the present stage as areas where any buildings, except buildings for offensive trades and alkali and similar works, may be erected without consent; buildings for offensive trades and alkali and similar works being allowed only by special consent of the Council, subject to appeal to the Minister. The Minister suggests that the areas hatched purple on the Map might reasonably be extended as shown on the enclosed plan No. 2. He also suggests that the Council should consider whether it would not be desirable to allocate an area for similar purposes in the south-east corner of the area in the neighbourhood of the explosives works."

As to "*residential areas*," in addition to the observation on the urban scheme,(5) the Minister said: "The prospect of development in a large proportion of the area seems remote, and it would be a matter for consideration at the draft scheme stage whether considerable areas of land in the more outlying parts should not be allocated as 'undetermined' as in Zone VII of the illustrative table on page 17 of the explanatory Memorandum to the Model Clauses."

The Minister's further observations on other proposals in this scheme, such as "open spaces," "allotments," etc., will be dealt with next week.

(2) See *ante*, pp. 419, col. ii; 479, col. i, bottom.
(3) See *ante*, pp. 440, col. ii; 479, col. ii, middle.
(4) See *ante*, p. 441, col. i, top.
(5) See *ante*, p. 479, col. ii, bottom.

(*To be continued.*)

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

A Conveyancer's Diary.

Bankrupt Trustee: Vesting of Legal Estate in his Trustee in Bankruptcy.

A bankrupt is a person "unfit to act" as a trustee within the meaning of s. 36 of the T.A., 1925: *Re Hopkins*, 1881, 19 Ch. D. 61, 63. Hence, a new trustee can be appointed in his place under s. 36 or by the court under s. 41. Until such appointment is made what is the position of the bankrupt as regards the legal estate in land vested in him as a trustee? The general rule is that the legal estate or interest in the trust property remains vested in him until transferred to the new or continuing trustees by vesting declaration, express or implied, or by vesting order under T.A., 1925, ss. 44, 51. Such estate or interest is not transferred to his trustee in bankruptcy under the Bankruptcy Act, 1914.

Where, however, a sole trustee having some beneficial interest in the trust property becomes bankrupt, the legal estate as well as the beneficial interest vested in him vest in his trustee in bankruptcy. As Jessel, M.R., observed in *Morgan* v. *Swansea Urban Sanitary Authority*, 1881, 9 Ch. D. 582, at p. 585, "Under the Bankruptcy Act, where a trustee has no beneficial interest, the legal estate does not pass; but where he has it does pass."

In *The Governors of St. Thomas's Hospital* v. *Richardson*, 1910, 1 K.B. 271, the question was discussed: what amounts to a sufficient beneficial interest to make the principle stated above to apply? The Court of Appeal, reversing the decision of Hamilton, J., held that the retention by a trustee of leaseholds with onerous covenants was necessary to give full effect to such trustee's right of indemnity in priority to all claims of his *cestui que trust*, and that, in effect, this lien and right of indemnity constituted a beneficial interest in the property sufficient to make the legal estate therein vest in the trustee in bankruptcy of the bankrupt trustee.

The principle was applied also in *Re Caine's Mortgage Trusts*, 1918, W.N. 370, where P. O. Lawrence, J., made a vesting order on the footing that an assignment made by a trustee in bankruptcy of the residue of a term of years subject to a mortgage by sub-demise passed the whole of such term, notwithstanding the declaration of trust made by the mortgagor. The legal estate in the original term which was held by the bankrupt as sole trustee had passed with his beneficial interest to his trustee in bankruptcy.

It follows that great care is necessary when tracing title through a sole trustee who has become bankrupt to ascertain whether or not he had any beneficial interest in the property or was a "bare" or "naked" trustee only.

Landlord and Tenant Notebook.

Obtaining an Order for Possession by Misrepresentation.

It is not often, that a decision under s. 4 "5" (*b*) of the Rent Restrictions Act, 1923, finds its way into the reports, and a note might therefore be usefully made of the decision of Judge McCleary in *Wovenden* v. *Matthewman*, L.J.C.C. Reporter, 30th July, 1927.

In that case a landlord had obtained an order for possession, on the ground that he required the premises for the occupation of his married daughter, who was shortly to be confined. After obtaining possession, the landlord let the premises to another tenant, and they were in fact never occupied by the daughter. The late tenant thereupon brought an action against the landlord claiming compensation under s. 4 "5" (6) of the Rent Restrictions Act, 1923, and alleging that the order for possession had been obtained from the court by the landlord, by misrepresentation or concealment of material facts. On the trial of this action the learned judge came to the conclusion that when the landlord stated, in the course of the hearing of the action for possession, that he required the premises for his daughter, he required it for no such purpose.

Now s. 4 "5" (6) of the Rent Restrictions Act, 1923, provides that, "where a landlord has obtained an order or judgment for possession or ejectment under this section on the ground that he requires a dwelling-house *for his own occupation* and it is subsequently made to appear to the court that the order was obtained by misrepresentation or the concealment of material facts, the court may order the landlord to pay to the former tenant such sum as appears sufficient as compensation for damage or loss sustained by that tenant as the result of the order or judgment."

The first observation to be made with regard to this sub-section, is that its operation is limited, and that it only applies to cases where the landlord has obtained the order on the ground that he requires the dwelling-house *for his own occupation*.

For his own Occupation.

If reference is made to para. (*d*) of s. 4 "5" (1) of the Rent Restrictions Act, 1923, it will be observed that a landlord may obtain an order for possession under that paragraph, where he requires the premises for occupation as a residence for either (*a*) himself, or (*b*) any son or daughter of his over eighteen years of age, or (*c*) any person *bona fide* residing with him, or (*d*) some person engaged in his whole-time employment or in the whole-time employment of some tenant from him. The landlord may thereupon obtain an order, even though he does not intend to reside personally on the premises.

It is submitted therefore, that, according to the wording of sub-s. (6) of s. 5 "4," that sub-section can only apply in case (*a*) above, i.e., when the order is made on the ground that the landlord himself intends to reside on the premises. This point, however, was not apparently raised before the court in *Wovenden* v. *Matthewman*, and the whole case appears to have been treated, but it is submitted erroneously, on the footing that sub-s. (6) of s. 5 "4," would apply equally when the order was obtained, not only on the ground that the landlord intended to reside himself on the premises, but also on the ground that any of the other class of persons mentioned in para. (*d*), i.e., the son or daughter, or the *bona fide* resident, or the whole-time employee were intended to reside thereon.

(*To be continued.*)

Books Received.

Reports of Income Tax Cases decided in the High Courts of Judicature and Chief Courts in British India, Mysore and Travancore. Vol. II, Part IV. P. R. Shrinivasan, M.A., B.L., Vakil, High Court, Madras, 1/8 Chitrakulum South, Mylapore. Per Part: subscribers Rs. 1; non-subscribers, Rs. 2.

The Bombay Law Journal. Vol. V, No. 2. July, 1927. G. M. Pandya. The Maneck Printing Press, Anand Nivas, Tribhuvan-road, Bombay 4. Rs. 1.8.

Persons in Receipt of Poor Law Relief (England and Wales).—"Return showing the number of persons in receipt of Poor Law Relief in England and Wales on the night of the 1st January, 1927 (in continuation of Parliamentary Paper No. 134 of Session 1926)." 1927. H.M. Stationery Office. 1s. 3d. net.

Prevention of Bribery.—The news sheet of The Bribery and Secret Commissions Prevention League. No. 139. July, 1927.

The Incorporated Accountant's Journal. Vol. XXXVIII, No. 11. August, 1927. The Society of the Incorporated Accountants and Auditors, 50 Gresham Street, E.C.2. Annual subscription 12s. 6d., post free.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

A Trustee's Refusal to Function.

881. *Q.* Before 1925 a place of public worship for Methodists, together with certain adjacent land, was conveyed to fifteen trustees, upon the trusts contained in a model deed of trust provided for incorporation by reference in the trust deeds of churches of that denomination. Fourteen of the trustees are now desirous of selling a small portion of the land, but the remaining trustee, obstinately and without giving any reason therefor, refuses to join in the conveyance to the purchaser. The purchaser's solicitors, quite rightly, will not accept a conveyance signed by only fourteen of the trustees. Can the difficulty caused by the refusal of the dissenting trustee to join in the conveyance be overcome, either by his removal or in any other manner, without an application to the court; if an application to the court is necessary, who will bear the cost of such application?

A. An application to the court here appears to be inevitable. It is true that, if a trustee "refuses to act" he may be superseded under the T.A., 1926, s. 36 (1), but a refusal to execute a conveyance may possibly arise from a *bona fide* discretion, and the purchaser would probably require a definite renunciation and general refusal, as advised in the answer to *Q.* 766, p. 367, *ante*. The dissenting trustee should be asked to give his reasons for differing from the others, and an application to the court should be made if he cannot show good reason. If his refusal is unreasonable, costs should be asked against him, and should be awarded, probably as between solicitor and client. It is, of course, assumed that the trustee has been properly advised that he has a power of sale with the others, either under s. 29 of the S.L.A., 1925, or otherwise, and of the circumstances indicating the desirability of its exercise.

Settled Land—Curtesy—Death of Tenant by the Curtesy—Title.

882. *Q.* A X, being seised in fee simple in possession of land in Kent, died in 1921, intestate, leaving a husband and three sons. The three sons took out letters of administration. According to the custom in gavelkind, the husband, B X, became tenant for life of half her estate. B X died in 1927. The three sons, C X, D X, and E X, are all alive and wish to sell the property. Did the property vest in the Public Trustee on 1st January, 1926, under L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii), and should the three sons appoint themselves trustees for sale? If not, how should they make title? Can they sell as personal representatives of A X?

A. If, before 1st January, 1926, the estate had been completely administered and/or the administrators had assented to the vesting of the land in the persons entitled under A X's intestacy, L.P.A., 1925, 1st Sched., Pt. II, para. 6 (*b*), and Pt. IV, para. 1 (2), applied to vest the land in the persons entitled in undivided shares. It is unnecessary to consider whether or not B X was one of the persons so entitled, as the result is now the same in either case—the land is vested in C X, D X, and E X, as joint tenants, upon the statutory trusts, and they can make title.

If the estate had not been then administered or assent made in respect of the land, Pt. IV, para. 1 (1) applied, with the result that the personal representatives of A X hold upon the statutory trusts and can make title.

The question does not make it clear whether or not one-half the land had been set aside or partitioned for enjoyment by B X during his life. It is assumed above that there had been no such partition. If there had been title would be made to the two properties in different manner—to that formerly vested in B X as tenant for life by the personal representatives of B X, and to the other by the three sons as trustees for sale holding upon the statutory trusts.

Settlement—To Effect—Procedure.

883. *Q.* We are acting for the owner of certain property who is desirous of giving a life interest therein to one of his relatives. We presume this should be effected by vesting deed and appointment of trustees, but have not been able to find a precedent, since nearly all the precedents appear to relate to cases where a life estate is already in existence by virtue of some prior will or settlement. We have been informed that the usual method of giving such life estate is by conveyance, but are unable to find any authority for such statement. Can you inform us which of these views is correct and refer us to a precedent?

A. This owner desires to create a settlement in land within s. 1 (1) (i) of the S.L.A., 1925, and the method of doing so is prescribed in full, particularly in ss. 4 and 5. Precedents of vesting deeds and trust instruments appear in all the standard collections. Possibly that in the "Enc. F and P," Vol. XVI, p. 475 (No. 239), might be adapted for the above purpose. See also S.L.A., 1925, 1st Sched., Forms 2 and 3.

Sale by General Personal Representative—Title.

884. *Q.* A testator died in June, 1924, having by his will (*inter alia*) devised his freehold dwelling-house to his wife for life, with remainder to his son, if living at his wife's death, otherwise to his son's issue in equal shares, or (if no such issue living at his wife's death) to his brother and sister in equal shares, and he appointed his wife sole executrix. The wife did not complete her duties as executrix until after 31st December, 1925, but they have since in fact been completed. Since the testator's death the wife has continued to reside in the said dwelling-house, but there has been no vesting instrument. She is now about to sell the property, but is in a very precarious state of health.

(1) Can the wife convey as personal representative of the testator?

(2) In case the wife should die before the sale, could her general executors sell and convey as personal representatives of the original testator? We might say that there would be no likelihood in either case of such a conveyance being attacked by any of the possible remaindermen, as (apart from other considerations) it would avoid the expense of an appointment of trustees and of a vesting document, and, in case (2), of a special grant of probate also.

(3) If a vesting document is required, however, should it take the form of a vesting assent or of a vesting deed?

A. (1) The case put differs from *Wise* v. *Whitburn*, 1924, 1 Ch. 460, and *Attenborough* v. *Solomon*, 1913, A.C. 76, in that assent to the devise in succession could not be implied at any time, but only before the end of 1925. The widow's continued residence in the house during administration did not necessarily imply assent: see *Wise* v. *Whitburn*, pp. 467-8. If no assent can be implied before 1926, it cannot be implied after, see A.E.A., 1925, s. 36 (4), and the widow can make title as executrix: see sub-ss. (8) and (12). On the whole, the opinion is given that a purchaser would have to accept a statement that there had been no implied assent, see A.E.A., 1925, s. 36 (6) (and *à fortiori*, of course, if so bound by contract). It may be pointed out, however, that the expense of two comparatively simple documents may repay itself if it avoids

months of delay in completion, and, perhaps, a V. and P. summons.

(2) Assuming there had been no assent, the widow's general executors would be her husband's personal representatives under the A.E.A., 1925, s. 7 (1), and so bound to carry out her contract.

(3) Under the S.L.A., 1925, s. 8 (4), each alternative is permitted, but a vesting assent seems preferable.

L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii)—"Persons Interested."

885. *Q.* A, having a fee simple estate in a moiety and a leasehold interest in the other moiety of a property, devised (prior to 1925) the property to trustees upon trust to pay the net income to B for life. In view of *Cliff's Case*, can B and the owner of the reversion in fee of the second moiety appoint trustees in place of the Public Trustee without the concurrence of A's trustees ?

A. Estates in remainder are equitable interests under the L.P.A., 1925, s. 1 (3), and the tenant for life with the legal estate is a trustee who has to give effect to them, even apart from the S.L.A., 1925, s. 107 (1). This being so, the opinion is here given that, on the principle of *Re Cliff*, *supra* (see p. 389, *ante*), B's interest for the purposes of para. 1 (4) (iii) extends to the whole of the freehold moiety, and the question is answered in the affirmative. It is to be noted that Pt. II, paras. 3 and 6 (*c*), divested the will trustees of their estate in favour of B, with the consequence that (in distinction from trustees for sale) they are, as such, no longer "persons interested."

Settled Land—Death of Tenant for Life—Representation—Assent—Title.

886. *Q.* A by his will appointed C (his widow) and E executors and trustees of his will and devised his real estate to his trustees upon trust to pay the income thereof to C for life, and after her death upon trust, as to one house, for G, and as to the rest of his real estate, consisting of four houses, upon trust for his two children G and J in equal shares. A died in 1918 and his will was proved by both executors in June, 1918. C died in February, 1927, and probate of her will with administration of all her estate, including settled land, was granted in March, 1927, to E. No vesting deed in favour of C was executed prior to her death. G proposes to hold the one house specifically devised to her and to sell the two houses forming her share of the remainder of the real property. J proposes to hold his two houses. Will it be appropriate for E to sign a formal assent to the devises in favour of G and J, and, if so, should such assent be expressed to be made by him as personal representative of both A and C ?

When such assent has been signed will G be in a position to sell her share of the real property as absolute owner ?

A. If A's estate had been completely administered and/or assent made to the vesting of the land in C before 1st January, 1926, L.P.A., 1925, 1st Sched., Pt. II, paras. 3, 5, 6 (*c*), operated to divest the land from the trustees of A's will and vest it in C as tenant for life. The fact that no vesting deed was executed is in the circumstances immaterial. It is not clear whether or not the trustees of A's will had a power of sale in respect of the land so as to constitute them S.L.A. trustees under S.L.A., 1925, s. 30 (1) (i). In any case E, the surviving trustee, is S.L.A. trustee under *ib.* (3), and the land is vested in him as special executor under A.E.A., 1925, s. 22 (1), and by virtue of the grant of probate he can convey or make title to it. E will, as personal representative, execute a written assent to G in respect of the house specifically devised in trust for her, and having appropriated to G and J the houses mentioned towards satisfaction of their share of the residue of A's estate, will, again as personal representative, assent in writing to the vesting of such houses in G and J. G will then be in a position to make title to the two houses as absolute owner thereof.

Devise on Trust for Sale—Assent.

887. *Q.* A by his will gave, devised and bequeathed all his real and personal estate unto his trustees upon trust to sell, call in and convert into money the same, and to invest the moneys so produced and stand possessed of the same in trust to pay the income to his wife during her widowhood. A gave his trustees power to postpone conversion, and they have decided to retain all the freehold and leasehold properties. Is there any necessity for the trustees to vest the properties in the widow ?

A. No, see S.L.A., 1925, s. 1 (7), added by L.P. (Am.) A., 1926, Sched.

Settlement subject to Estate by Curtesy—Sale—Title.

888. *Q.* By a conveyance dated the 23rd day of December, 1901, freehold property was conveyed to A in fee simple. A died on the 15th day of January, 1904, intestate, leaving a husband, X, and children, the eldest son, B, being heir at law. On the 2nd day of March, 1904, B conveyed the property subject to his father X's life interest therein (as tenant by the curtesy) to trustees (of whom he was one) upon trust for sale and to divide the proceeds of sale between all the children of A including himself. On the 30th day of April, 1904, the husband X took out letters of administration to A's estate. X died in 1921, appointing three of his sons, of whom B was one, executors of his will. B died in 1923. The surviving trustees of the settlement of the 2nd March, 1904, have now agreed to sell the said property. It will be seen that there was never any conveyance by the administrator of A's estate to B, the heir at law, and that in fact B's conveyance to trustees preceded the grant of administration.

(1) Are we right in thinking that the legal estate in the property vested in the husband X as administrator of A's estate and never reached B, the heir at law, nor the trustees appointed by him ?

(2) If so, who should be parties to the present contemplated conveyance ?

(3) Will it be necessary to take a grant of administration *de bonis non* to A's estate and the administrator *de bonis non* join in the conveyance to the purchaser to pass the legal estate ?

A. (1) The legal devolution might be put in this way: that the appointment of the husband X as administrator divested him of his legal estate arising by the curtesy in accordance with the doctrine of *John* v. *John*, 1898, 2 Ch. 573 (see pp. 576-7), and *Re Griggs*, 1914, 2 Ch. 547, and vested it in him *quâ* administrator. But some time between 1904 and 1921, if X was in enjoyment of the rents and profits, he resumed his legal estate by the curtesy in accordance with *Wise* v. *Whitburn*, 1924, 1 Ch. 460. When he died it passed to the trustees who were B's assigns and remains vested in them.

(2) On the above reasoning, the trustees.

(3) No, A's estate would be deemed fully administered (in the absence of proof otherwise) when X began to take the rents and profits for his own use in accordance with *Wise* v. *Whitburn*, *supra*.

Settled Land—Death of Tenant for Life—Power of Sole Special Representative to Sell and give Receipt.

889. *Q.* A, who died in 1897, left a will whereby he appointed his wife B, and C and D, executors, and devised a leasehold house to his wife for life, and after her death to his two daughters X and Y absolutely. B alone proved the will, power being reserved to C and D. C and D never proved the will and they are believed to be dead. In 1926 B died intestate, leaving no property, except a few personal articles, and the leasehold house above referred to, valued at about £300. A general grant of administration, including the settled land, was granted to the daughter X alone, Y being abroad. It is assumed that on the 1st January, 1926, the leasehold house

vested in B as tenant for life, no vesting assent however was made. It is also assumed that on the death of B the house ceased to be settled land. X has contracted to sell the leasehold house as personal representative of B, and it is contended by the purchaser's solicitors that X has no power to sell. It would appear from the various replies in THE SOLICITORS' JOURNAL, that if there were two personal representatives of B, they could make title under the L.P.A., 1925, 1st Sched., Pt. IV, para. 2, but I am not clear, in the above circumstances, whether the sole special personal representative can sell. I see that the 1st Sched., Pt. IV, para. 2, refers to "personal representatives." I shall be glad to know therefore: (1) Whether X can sell as personal representative under the L.P.A., 1925, 1st Sched., Pt. IV, para. 2, or, if not under that paragraph, can she sell under any other? (2) If she cannot sell as personal representative, is the correct course for her to vest the property in herself and Y upon trust for sale? Y, I may state is abroad and it would take a considerable time to obtain her execution of any deed.

A. The questioner may be referred to discussions in the "Conveyancer's Diary," pp. 243, 262 and 285, *ante.*, and to the answer to *Q.* 847, p. 540, in which the opinion was given that a sole special personal representative can sell and give title. Reference may be made to the F.A., 1894, s. 9 (5), the L.P.A., 1925, s. 16 (1) and (3), the S.L.A., 1925, s. 110 (3) (i), and the A.E.A., 1925, ss. 24 and 39, and also to the L.P.A., 1925, s. 27 (2), as altered by the L.P. (Amend.) A., 1926, Sched. From the above sections it is submitted that the power can be deduced, but, in the present absence of a reported decision on the point, the practical question remains whether, in the long run, it would be simpler and cheaper to bring in Y, or to risk protracted negotiation with possibly obstinate advisers to a purchaser, and, perhaps, a Vendor and Purchaser summons at the end of it.

UNDIVIDED SHARES—ADMINISTERED ESTATE—L.P.A., 1925, 1ST SCHED., PT. IV, PARA. 1 (2).

890. *Q.* E B died on the 12th March, 1922, having duly made his will, dated 9th March, 1922, whereby, after appointing his wife S B to be his executrix and directing payment of all his debts and funeral expenses as soon as conveniently might be after his decease, he gave and bequeathed unto his said wife three-quarters of his real and personal estate, and the remaining quarter in equal portions to his two daughters, namely, one-eighth to H B and one-eighth to N B. Part of his estate consisted of a lease expiring in 1936, which being part of property comprised in the lease of a large block of property had been by the covenant of the former owner discharged from all future rents. On the 27th June, 1922, S B as executrix, made up a cash account showing her dealings with the estate whereby she credited each of her daughters with their eighth share in the value of the leasehold premises and herself and her daughters with the respective shares of residue, and S B, H B and N B, signed that cash account admitting that they had no further claim on the estate. S B has now contracted to sell the leasehold property, and the purchaser for whom we act is not quite sure of the form which the conveyance should take. Should it be a conveyance by S B as legal personal representative, the two daughters joining to confirm and release their interests, or should it be a conveyance adapted to the Form No. 2 in Group D, at p. 548 of "Prideaux," Vol. I?

A. The implication from the signed account and formal release by the daughters would be that the estate of A B was then wholly administered, see *Wise* v. *Whitburn*, 1924, 1 Ch. 460. Accordingly, the mother and two daughters held the leaseholds on 31st December, 1925, absolutely and beneficially in undivided shares within para. 1 (2), *supra*, and the precedent above from "Prideaux," suitably modified, will meet the case.

Correspondence.

Arrest of Property as Security before Judgment (Arrestment on the Dependence).

Sir,—With reference to the article in THE SOLICITORS' JOURNAL, on p. 508 of No. 26 (25th June), I think it is to be preferred that the merits of the matter should not be debated before the committee appointed to consider it has reported, as any objectors can give evidence before the committee.

As, however, you have dealt with the subject, might I be permitted to make some observations on the article?

I do not think that the writer of the article could have had before him the memorandum prepared by the London, Liverpool, and Manchester Chambers of Commerce, and placed before the Lord Chancellor by the deputation (of which I was one) from those Chambers of Commerce, or any of the other papers the deputation placed before him. Otherwise he would have seen that the deputation was not asking for any procedure to be considered in the nature of arrest to found jurisdiction or for any arrest except against foreigners.

These Chambers of Commerce, after very careful consideration, put before the Lord Chancellor the position in which an English creditor finds himself in 1927 *vis-a-vis* a foreign debtor. They had previously made enquiries into the procedure in Scotland, the Isle of Man, the U.S.A., France, Italy, Norway, and other countries; and it was found that practically every other country in the world, except England and Wales, and some parts of the British Empire, permitted a creditor to arrest moveable property of a debtor as a precaution and as security pending judgment, with various safeguards for the interests of the owner of the arrested property.

Commercial men, therefore, who have suffered from a defendant making "ample use of the opportunity of withdrawing himself and his property beyond the reach of execution in case judgment should go against him" (to quote from the report of the Sumner Committee in 1919) have asked why, when Scotland and the U.S.A., and most, if not all, other civilized countries have such a remedy, the commercial community of England should be without it. It is to consider that position that the Lord Chancellor has appointed the committee presided over by Mr. Justice Hill.

It is quite true that the English law is, and for some time past has been, that a man's goods should be free of execution of any kind until judgment. There was an important exception to this in the right of "Foreign attachment" in the Mayor's Court. It is true that that was abolished, but I am under the impression that the princial reason for its abolition was political, viz., that Parliament did not approve of any city, however important, having such special privileges. In the earlier part of the nineteenth century while the debtor's goods were not subject to detention before judgment, his body was. For instance, in the case of a debt over £15, a debtor's body could be arrested at the commencement of proceedings and before judgment, unless he provided bail as security.

At one time in Admiralty actions, any goods of a defendant could be arrested. If the defendant was out of the Kingdom or absconded so that he could not be arrested, then any of his "Goods, wares, ship or part of a ship or vessel upon the sea or within the flux and reflux of the sea" could be arrested "In whose hands soever they were" (Clerke's Praxis, 1722).

The writer of your article refers to the case of *La Societe du Gaz de Paris*, in the House of Lords in 1926, as "A glaring case of the misuse to which this process may be put." As I acted for the plaintiffs in that case throughout, I know the facts. As a matter of fact, there were special facts in that case, and it was in reality a contest between English underwriters on cargo and French shipowners, who were entered in an English Protecting Association. The remedy allowed to a defendant in Scotland by applying to dismiss the action on the ground of

"*forum non conveniens*," proved sufficient protection for the defendants. They were not inconvenienced, as security was given for the claim, and, as a matter of fact, the defendants' ship suffered no detention, and the defendants in due course recovered the cost of providing the security. This case is, therefore, rather an instance of the protection afforded to a defendant in any proper case by the Scottish Courts.

The writer of the article suggests that arrest of property before judgment must "Inevitably lead to greater wariness in placing capital of any kind within the jurisdiction and re-act unfavourably on commercial enterprise." I can only suggest in answer to this criticism (*a*) that the London, Liverpool, and Manchester Chambers of Commerce may be presumed to have considered the matter from the commercial point of view, and (*b*) I have never heard of capital being frightened away from, for instance, Glasgow, New York, Paris or Amsterdam, owing to the existence of such procedure. Indeed, I have sometimes heard it said that capital will take flight from England to foreign countries (where such procedure prevails) on account of high taxation in England, but I have never heard of the existence of such procedure being quoted as a deterrent.

London, E.C.3. 25th July. EDWARD G. ROSCOE.

Court of Appeal.

No. 2.

Mackenzie-Kennedy *v.* **Air Council.** 4th July.

CROWN—GOVERNMENT DEPARTMENT—TORT—ACTION AGAINST AIR COUNCIL—COMPETENCY—AIR FORCE (CONSTITUTION) ACT, 1917, 7 & 8 Geo. 5, c. 51, s. 10.

An action of tort will not lie against the Air Council, which is a department of State, in respect of acts done by, or by the orders of, its members, in virtue of their statutory position.

Appeal from an order of Fraser, J., at chambers. The plaintiff, by his statement of claim, said that he was a consulting engineer, a designer of aeroplanes and other aircraft, and/or owner of certain inventions and novelties in relation thereto; that he had constructed for and supplied to the defendants an aeroplane according to his invention; and that in February, 1920, he had received from the defendants £31,000 in respect of the work and labour done, materials supplied and money expended by him in the construction of that aeroplane; that on various occasions in confidence and secrecy he submitted to the defendants certain reports, specifications, plans, etc., relating to his invention; and that the defendants wrongfully or fraudulently and secretly converted to their own use and detained from him these reports, plans, etc., and conspired with certain other persons in so doing. On motion by the defendants Master Bonner ordered the statement of claim to be struck out and the action dismissed. On appeal, Fraser, J., in chambers, in the exercise of his discretion, did not think that the application was one which should be granted or the action dismissed. He accordingly allowed the appeal. The defendants appealed.

BANKES, L.J., in the course of his judgment, said: The respondent began an action in the King's Bench Division to which he made the Air Council defendants. It is plain that the action is one founded on tort. In support of his claim the plaintiff delivered particulars of matters going back in date as far as July, 1909. An application was made in chambers to strike out the statement of claim, or to dismiss or stay the action on the grounds (1) that the action was frivolous and vexatious and an abuse of the process of the court, and (2) that the statement of claim disclosed no cause of action. With regard to the first ground, I will only say that, inasmuch as the Air Council only came into existence in the month of January, 1918, it is manifest that, to a very large extent, the plaintiff's claim must be frivolous and vexatious. I rest my judgment, however, upon the second ground of objection, and for the following reasons. The action is plainly one of tort, and is founded upon acts and matters which are alleged to have been done by the Air Council in its capacity as Air Council. That Council is a statutory creation, and was established by the Air Force (Constitution) Act, 1917. It is clear from ss. 8, 9 and 10 of the Act and an Order in Council of 21st December, 1917, made under s. 8, which outline the constitution of the Air Council, that it is a department of State, and that the acts and matters of which the plaintiff complains in this action, if done at all by members of the Air Council, or by their orders, were acts and matters done by virtue of their statutory position as members of the Council. In these circumstances it is, I consider, clear that no action for tort can lie against the statutory body which has been set up under the name of the Air Council. His lordship referred to *Raleigh* v. *Goschen*, 46 W.R. 90; 1898, 1 Ch. 73, and *Gilbert and another* v. *The Corporation of Trinity House*, 1886, 35 W.R. 30; 17 Q.B.D. 795, and continued: In the absence of distinct statutory authority enabling an action for tort to be brought against the Air Council, I am of opinion, both on principle and on authority, that no such action is maintainable. The Air Council is not a corporation, and even if it were to be treated as one the respondent's position would not be improved. In *Roper* v. *Commissioners of Public Works*, 1915, 1 K.B. 45, Shearman, J., refers to an Irish decision, *Wheeler* v. *Commissioners of Public Works in Ireland*, 1903, 2 I.R., 202, in which Palles, C.B., at p. 229, said: "Now, if a corporation be constituted for the sole purpose of doing acts for the Crown, it is, *primâ facie*, outside its powers to do anything except for the Crown, and as in law a wrongful act cannot be done for the Crown, such a corporation is not capable of doing such wrongful act in its corporate capacity. In such a case, therefore, the wrongful act cannot be deemed that of the corporation, but must be deemed the personal act of those who committed it." The respondent not unnaturally relies, in support of his contention, that he had statutory authority for maintaining the action, upon the provision in s. 10 of the Act of 1917 that the Air Council may sue and be sued and may for all purposes be described by that name. Instances might be given in which this provision would confer a right of action against the Air Council, but it is unnecessary to consider them, as for present purposes it is sufficient to say that the authority falls far short of what is necessary to get rid of so well known and so well established a constitutional rule of law as that which I have been discussing. On this point the decision of the Court of Appeal in *Bainbridge* v. *The Postmaster-General and Crane*, 54 W.R. 221; 1906, 1 K.B. 178, is instructive. In that case it was decided that the Postmaster-General is not liable in his official capacity as head of the telegraph department of the Post Office for wrongful acts done by his subordinates in carrying on the business of his department, even though the provision in s. 42 of the Telegraph Act, 1863, that a telegraph company was to be answerable for injuries happening through the act or default of the company or of any person in their employment by reason of the company's works, was by later legislation to be read as applying to the Postmaster-General. In my opinion the whole of the reasoning of the Master of the Rolls in that case, both on the question of whether all the officials of the Air Council who could have been responsible for the acts of which the respondent complains (if committed at all) were officers or subordinate officers of the Crown, and also on the question of the impossibility of reaching the revenue of the country by the present action, is relevant here. I consider that the action is not maintainable against the Air Council. The appeal must be allowed, but, at the request of the Air Council, without costs.

SCRUTTON and ATKIN, L.JJ., delivered concurring judgments. Appeal allowed.

COUNSEL: *Sir Douglas Hogg*, K.C., A.-G., and *H. M. Giveen*, for the appellants; *the respondent in person.*

SOLICITOR: *The Treasury Solicitor*, for the appellants.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

"The Fagernes." Owners of the S.S. "Cornish Coast" *v.* Societa Nazionale di Navigazione.

Bankes, Atkin and Lawrence, L.JJ. 15th July.

ADMIRALTY JURISDICTION — COLLISION — FOREIGN-OWNED VESSEL — ACTION *in personam* — BRITISH TERRITORIAL WATERS—BRISTOL CHANNEL—SERVICE OF NOTICE OF WRIT OUT OF THE JURISDICTION—R.S.C., Ord. XI, r. 1 (*ee*).

The court will not lay down any rule limiting the width of fauces terræ *for the purposes of determining territorial jurisdiction. In the absence of evidence as to any effective occupation, that part of the Bristol Channel which lies twenty miles across from Ilfracombe to Oxwich Head is not* inter fauces terræ.

Their lordships allowed this appeal by the defendants, the Societa Nazionale di Navigazione, of Genoa, the owners of the s.s. "Fagernes," from a considered judgment of Mr. Justice Hill delivered on a motion by the defendants to set aside an order for service of notice of the writ in the action out of the jurisdiction. The judgment of Mr. Justice Hill is reported in 1926, P. 185.

On 17th March, 1926, a collision occurred in the Bristol Channel between the s.s. "Cornish Coast," owned by the plaintiffs, and the s.s. "Fagernes." The "Cornish Coast" was damaged and the "Fagernes" was sunk. In these circumstances the plaintiffs brought their action for damage by collision *in personam* against the owners of the Italian steamship, and obtained an order in chambers giving them leave to serve notice of the writ out of the jurisdiction. The defendants thereupon moved to set aside that order on the grounds that the collision occurred outside British territorial waters; that the court had no jurisdiction to try the case; and alternatively, that, if there were jurisdiction, leave to serve notice of the writ out of the jurisdiction was a matter for the discretion of the court, which ought not in the circumstances to exercise its discretion in favour of the plaintiffs. Mr. Justice Hill held that the waters of the Bristol Channel, at any rate above a line drawn from Bull Point in Devonshire to Port Eynon Head in Glamorganshire, were *inter fauces terræ*, and were thus part of the territory of the State which owned the land on both sides, and, therefore, within the jurisdiction of the High Court. He accordingly held that the order for service of the notice of the writ out of the jurisdiction was rightly made.

BANKES, L.J., delivering a considered judgment, said: On 17th March, 1926, two vessels came into collision in the Bristol Channel. One vessel was British owned, the other Italian owned. As a result of the collision the Italian vessel sank. The British owners sought to make the Italian owners responsible for the collision. As no action *in rem* was possible owing to the loss of the Italian vessel, the British owners began an action *in personam* and applied for leave to issue the writ out of the jurisdiction, upon the ground that the action was founded on a tort committed within the jurisdiction, and, therefore, within Ord. XI, r. 1 (*ee*). An order having been obtained in chambers, the defendants moved to set it aside upon the ground that the place where the collision occurred was not within the jurisdiction. The point thus taken necessarily raised an extremely important and very interesting question, which was fully dealt with by Mr. Justice Hill in a careful and exhaustive judgment. He finds that the collision occurred more than twenty miles to the east of Lundy Island and some miles to the castward of a line drawn from Bull Point, in Devonshire, to Port Eynon, in Gower, which is part of Glamorganshire. The nearest point on the English coast is a little west of Ilfracombe; the nearest point on the Welsh coast is Oxwich Head. The distance across is about twenty miles, the English coast being distance $10\frac{1}{2}$ or $12\frac{1}{2}$ miles and the Welsh coast $9\frac{1}{2}$ or $7\frac{1}{2}$ miles. In speaking of miles the judge is referring to sea-miles. The judge begins by defining the question which he has to decide as being whether the place where the collision occurred was "within the territorial jurisdiction of the King." He then refers to what is the undoubted fact: that within limits inlets of the sea into the land are part of the territory of the State which owns the land on both sides. After referring to the fact that the expression *inter fauces terræ* has high authority as an indication of what the limits are, he asks himself this pertinent question: "What are the inland waters contained within the land? What are the bays, gulfs, or estuaries *inter fauces terræ*? What is the metaphor: the open mouth of a man or of a crocodile?" This question has never been authoritatively decided, except in cases where some effective occupation has been proved, or some statutory recognition established, or where the opening is so narrow as to admit of no doubt. The answer to the question can be sought either in the domain of international law or, in the case of our own country, in our common law. The judge considers both. It is common ground from the point of view of international law that no agreement on the question has been reached. The judge so treats the matter. His decision upholding the plaintiffs' contention is founded on his view of the common law, based on the language of the judgment in *Cunningham's Case*, Bell's Crown Cases, 72. In that case the question was whether a collision which occurred between two vessels and which resulted in the death of a member of the crew, had occurred in the County of Glamorgan, where the indictment for manslaughter was laid. In the present case the only evidence before the court is that the collision occurred at the spot ascertained and described by Mr. Justice Hill as above set out. In *Cunningham's Case* a number of facts were proved. In the first place, the collision occurred considerably higher up the Bristol Channel, where its width is not much over ten miles. The place of the collision was within the port of Cardiff and between an island which is part of the parish of Cardiff and the Welsh shore, and only three miles from that shore. It was with reference to these facts that Chief Justice Cockburn used the language upon which Mr. Justice Hill founds his judgment. The passage in the judgment is as follows (Bell's Crown Cases, at p. 85): "The only question with which it becomes necessary for us to deal is whether the part of the sea on which the vessel was at the time when the offence was committed forms part of the body of the County of Glamorgan; and we are of opinion that it does. The sea in question is part of the Bristol Channel, both shores of which form part of England and Wales, of the County of Somerset on the one side and the County of Glamorgan on the other. We are of opinion that, looking at the local situation of this sea, it must be taken to belong to the counties respectively by the shores of which it is bounded; and the part of the Holms, between which and the shore of the County of Glamorgan, the place in question is situated, having always been treated as part of the parish of Cardiff, and as part of the County of Glamorgan, is a strong illustration of the principle on which we proceed—namely, that the whole of this inland sea between the Counties of Somerset and Glamorgan is to be considered as within the counties by the shores of which its several parts are respectively bounded."

If the case in this court had been presented in the same form and on the same materials as it was presented to Mr. Justice Hill, I should have hesitated in accepting his conclusion, because it appears to me that the court in *Cunningham's Case* had not to consider the circumstances of the present case, where the width of the Channel is so much greater and there is an entire absence of anything indicating effective occupation. In the former case the court was merely

using language applicable to the facts of the case before them, without intending to lay down any rule applicable to other parts of the Bristol Channel. This view of the judgment in *Cunningham's Case* is not, in my opinion, inconsistent with Lord Blackburn's comments in that judgment in the *Conception Bay Case*, 2 App. Cas., at p. 419. It is not, however, necessary to express a decided opinion upon this question, because, for a reason which I will proceed to indicate, the case as finally presented to this court has assumed a different aspect. When the appeal first came on some time ago, the court felt that the question was one so materially affecting not only the rights and interests of the Crown but public interests also, that the Attorney-General should be given the opportunity of appearing, if he decided to do so. He did appear, and in the first instance he gave the court an exhaustive statement of the opinions of jurists and text writers from very early times upon this much discussed question of the territorial jurisdiction over creeks, bays, etc. He referred to all the relevant authorities to induce the court not to lay down any rule on the question, but to content themselves merely by saying that there was no authority for holding that the place of this collision was within the jurisdiction. The question of what is within the realm of England being one of the matters of which the court takes official notice, we thought it right to ask the Attorney-General whether the Crown did or did not claim that particular part of the Bristol Channel where this collision occurred as being within the territorial jurisdiction of the King. He replied that the Crown did not. This information was given at the instance of the court and for the information of the court. Given in such circumstances and on such a subject, it does not, in my opinion, necessarily bind the court in the sense that it is under an obligation to accept it. Having regard, however, to the position created by the information given to the court by the Attorney-General, to the absence of authority and to the general trend of the more recent opinion on the question of limiting the width of the *fauces terræ*, to which the rule of territorial jurisdiction should apply, I think that the court ought to be guided by the information given by the Attorney-General to the extent of saying that they do not consider that there is sufficient authority for supporting the judgment of Mr. Justice Hill, that the order appealed from must be set aside, and that Mr. Justice Hill's decision must be reversed with costs here and below. I confine my judgment to the particular part of the Bristol Channel where this collision occurred and to a case where no evidence of any effective occupation is given.

ATKIN and LAWRENCE, L.JJ., also delivered judgments allowing the appeal.

COUNSEL: *E. A. Digby*, K.C., for the appellants; *Balloch*, for the respondents; *the Attorney-General* (*Sir Douglas Hogg*, K.C.) and *Giveen*, for the Crown.

SOLICITORS: *Godfrey Warr, Clarkson & Co.*, for *Batesons and Co.*, Liverpool; *Stokes & Stokes; the Treasury Solicitor.*

[Reported by J. F. COMPTON MILLER, Esq., Barrister-at-Law.]

In Parliament.

House of Lords.

STATUTE LAW REVISION.

THE LORD CHANCELLOR, in moving the second reading of the Statute Law Revision Bill said that a Bill of the kind had not been proposed for nearly twenty years. Its purpose was to eliminate dead matter from the statute book, and to make it possible to publish revised statutes containing only living laws. The last Bill of the kind, passed in 1908, brought the revision down to the end of the reign of Queen Victoria, and reduced 120 volumes of statutes to twenty volumes. In the present case they were revising the statutes from 1900 to 1920 and reducing the number of volumes from twenty to three. Some of the legislation passed during the past twenty years affected only the Irish Free State. It was proposed to give leave to omit those statutes from the series of Revised Statutes, of course keeping anything which affected the relations between the Irish Free State and the United Kingdom. This would enable the Statute Law Committee to complete the second edition of the Revised Statutes down to the end of 1920. They then proposed to make a further revision from the beginning with a view to the publication of the third edition at a price which would bring it within the means of all who were likely to require it.

The Bill was read a second time, and was referred to the Joint Committee on Consolidation Bills.

House of Commons.

AVOIDANCE OF TAXATION.

Mr. MCNEILL, Financial Secretary to the Treasury (Canterbury), answering Mr. Looker (Essex, S.E., U.), who asked whether the Chancellor of the Exchequer was in a position to state the result of the negotiations which had recently taken place with representatives of the Islands of Jersey and Guernsey on the subject of measures to prevent the avoidance of British taxation in the islands, said: My right hon. friend is glad to say that, though various details remain to be worked out, agreement on all essential points was reached during these discussions. He hopes, therefore, to be in a position to place definite proposals before the House next year, as was foreshadowed in his Budget speech.

Questions to Ministers.

SALE OF LIQUOR IN CLUBS.

Viscountess ASTOR (U., Sutton, Plymouth) asked the Home Secretary whether he could state the personnel and terms of reference of the new Committee of Inquiry into the question of the sale of drink in clubs.

Sir W. JOYNSON-HICKS (Home Secretary) said that in a previous reply he had stated "if it be necessary after consideration of the report of Lord Southborough's Committee the Government will direct a full inquiry into the whole of the question raised by the various deputations." The Government have not yet been able to give to this the consideration required before a decision can be announced as to the next step.

In reply to a further question by Mr. BUCHANAN (Lab.-Soc., Gorbals) the Home Secretary expressed his regret that the Report did not give the Government the lead which the Government had hoped for.

Societies.

The Law Society.

HONOURS EXAMINATION.

JUNE, 1927.

At the examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

(In Order of Merit.)

Robert Joicey Dickinson, B.A. Oxon. (Mr. Alexander Mark Turnbull, of the firm of Messrs. Dickinson, Miller & Turnbull, of Newcastle-upon-Tyne), Cecil John Connelly (Mr. Harry Ernest Sargent, of Wolverhampton), Leslie William Heeler, B.A. Birmingham (Mr. William Francis Horden, of the firm of Messrs. Pritchard, Horden & Newey, of Birmingham), Percy Alden Gascoin, LL.B. London (Mr. William Foster Reeve, M.A., of London), and Noel Davis Peard (Mr. William Neate Rowland, of the firm of Messrs. Rowland & Hutchinson, of Croydon; and Messrs. Cunliffe, Blake & Mossman, of London)

SECOND CLASS.

(In alphabetical order.)

Leslie Norfolk Battersby, B.A., LL.B. Cantab (Mr. Frederick Osborne Simeon Leak, of the firm of Messrs. F. O. S. Leak & Co., of Manchester; and Messrs. Hyman Isaacs, Lewis & Mills, of London), Reginald William Bell, LL.B. Liverpool (Mr. John Ernest Jarratt, of Southport), Alfred Woodroffe Benton (Mr. Frederic Cattle, B.A., of Ilkeston), James Walker Booth, M.A., LL.B. Cantab (Mr. Henry Dubs Middleton, M.A., of the firm of Messrs. Middletons, of Leeds), Augustus William Dickson (Mr. George Albert Barton, of the firm of Messrs. James, Barton & Kentish, of Birmingham), Reginald Withers Payne (Mr. Frederick Charles Payne, of the firm of Messrs.

Payne & Payne, of Hull), John Anthony Plowman (Mr. John Tharp Plowman, of the firm of Messrs. Winter & Plowman, of London), Arthur Westley Richards (Mr. Thomas Drinkwater Syers, of the firm of Messrs. Syers, Dixon & Barrell, of Liverpool; and Messrs. Finch, Jennings & Tree, of London), Douglas Perrin Story (Mr. George Henry Wilson Cruttwell, of the firm of Messrs. Daniel & Cruttwell, of Frome), John Albert Calthrop Taylor, M.A., LL.B. Cantab (Mr. George Huggins, of the firm of Messrs. Huggins & Co., of Birmingham; and Messrs. Bell, Brodrick & Gray, of London), Thomas Roffey Tompkins (Mr. Arthur Howard Proctor, of the firm of Messrs. Lambert, Hale & Proctor, of London), Walter James Philipps Williams (Mr. Hugh Llwyd Harries Williams, of the firm of Messrs. Williams & Williams, of Fishguard; and Mr. William George, of the firm of Messrs. Lloyd George & George, of Portmadoc.

THIRD CLASS.

(In alphabetical order.)

Thomas Ernest Chester Barratt, B.A., LL.B. Cantab (Sir Howard Kingsley Wood, M.P., of the firm of Messrs. Kingsley Wood, Williams & Co., of London), Humphrey Cochrane Belk, B.A., LL.B. Cantab (Mr. Thomas Belk, of the firm of Messrs. Belk & Smith, of Middlesbrough), Thomas Geoffrey Seager Berry, B.A. Cantab (Mr. Robert Reginald Johnston Turner, of the firm of Messrs. E. F. Turner & Sons, of London), Harold Berth-Jones (Mr. Ivan Amphlett Edwardes Evans, of the firm of Messrs. Amphlett & Co., of Colwyn Bay; and Messrs. Sharpe, Pritchard & Co., of London), Percy Harold Blackman (Mr. John Collison Hailey, of the firm of Messrs. Arthur Blackman, Hailey & Co., of London), William Staley Brookes, LL.B. Sheffield (Mr. Herbert Clifford Brooke Taylor, of the firm of Messrs. Brooke, Taylor & Co., of Bakewell), Christopher William Drewett Chaytor, B.A., LL.B. Cantab (Mr. George Edward Wilkinson, M.A., of the firm of Messrs. Wilkinson and Marshall, of Newcastle-upon-Tyne), Harold Chubb, LL.B. London (Mr. Richard Harry Riding Tee, LL.D., of London), John Fairfax Crowder, B.A., LL.B. Cantab (Mr. Arthur Irving Smallwood, of the firm of Messrs. Smythe, Etches & Co., of Birmingham), Samuel Dean, LL.B., LL.M. Liverpool (Mr. James Alexander Macfarlane (deceased), of the firm of Messrs. Herbert J. Davis & Macfarlane; and Mr. Herbert John Davis, of the firm of Messrs. Herbert J. Davis & Co., both of Liverpool), Eric Raymond Farr (Mr. Harold Easton and Mr. Reginald Gregory, both of the firm of Messrs. Easton and Gregory, of Leominster and Hereford), Joseph Leopold Freedman, B.A., LL.B. Cantab (Sir Louis Stanley Johnson, of the firm of Messrs. Downer & Johnson, of London), George Alfred Gleed (Mr. William Miles Moss Forwood, of the firm of Messrs. Forwood, Williams & Grindrod, of Liverpool), John Francis Guile (Mr. John Ingram Dawson, of the firm of Messrs. Dawson & Hicks, of Barnard Castle), Leslie Maurice Lever, LL.B. Leeds (Mr. David Isambard Sandelson, of the firm of Messrs. Carr & Sandelson, of Leeds; and Messrs. Gisborne and Co., of London), Benjamin James Amphlett Lewis (Mr. Ivan Amphlett Edwardes Evans, of the firm of Messrs. Amphlett and Co., of Colwyn Bay; and Messrs. Sharpe, Pritchard & Co., of London), Hugo Charles Lockyer (Mr. Frederick Walter Wood (deceased), of Surbiton; and Mr. Robert Williams, of the firm of Messrs. Parfitt, Cresswell & Williams, of London), Kenneth Howard Nalder (Mr. Algernon Lionel Collins, of the firm of Messrs. Wild, Collins & Crosse, of London), Stanley George Palframan (Mr. John James Sutherland, of Gateshead), Ronald Polack (Mr. Moses Hyman Isaacs, of the firm of Messrs. Hyman Isaacs, Lewis & Mills, of London), Alice Madge Irene Prentice, B.A., LL.B. Cantab (Mr. John Prentice, of Northampton), Hugh Wentworth Pritchard, B.A. Oxon (Mr. Harry Goring Pritchard, of the firm of Messrs. Sharpe, Pritchard & Co. of London), Cyril Frederick Steed (Mr. John Wollaston Greene (deceased); and Mr. Samuel John Marton Sampson, both of the firm of Messrs. Greene & Greene, of Bury St. Edmunds; and Messrs. Whites & Co., of London), James Ashton Sykes (Mr. John Sykes, of Huddersfield), Archibald Douglas Paxton Thomson, B.A., LL.B. Cantab (Mr. Richard Arthur Burrows, of the firm of Messrs. Gibson and Weldon, of London), Edward Desmond Wainwright, B.A., LL.B. Cantab (Mr. Ernest Harold Wainwright, B.A., LL.M., of the firm of Messrs. Wainwright, Pollock & Co., of London), Charles John Webb (Mr. Humphrey William Morris, of the firm of Messrs. H. C. Morris, Woolsey, Morris & Kennedy, of London), and Cecil George Willoughby, M.A., B.C.L. Oxon., LL.B. London (Mr. Henry Reginald Wansbrough, of the firm of Messrs. Wansbroughs, Robinson, Tayler & Taylor, of Bristol).

The names of the solicitors to whom the candidates served under Articles of Clerkship are printed in parentheses.

The Council of the Law Society have accordingly given a Class Certificate and awarded the following prizes:—

To Mr. Dickinson—The Clement's Inn Prize—Value about £42.

To Mr. Connelly and Mr. Heeler—Each the Daniel Reardon Prize—Value about £21.

To Mr. Gascoin and Mr. Peard—Each the Clifford's Inn Prize—Value £5 5s.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

One hundred and three candidates gave notice for examination.

Society for Jewish Jurisprudence.

ENGLISH BRANCH.

The annual general meeting of this society was held in the Lecture Room of the Inner Temple on Monday, the 18th ult. The first annual report and balance sheet, 1926-7, together with the draft rules, were submitted and approved, and Sir Sheldon Amos, K.B.E., and Dr. H. H. Bellot were appointed additional vice-presidents. An interesting paper on "The Legal Device in Jewish Law" was submitted by Mr. Bertram B. Benas, B.A., LL.B., barrister-at-law and lecturer in Equity and Jurisprudence at Liverpool University. Mr. A. M. S. Langdon, K.C., presided. In the course of his lecture Mr. Benas referred to the observations of Maine in his "Ancient Law" on fictions, equity and legislation as agencies by which law was brought into harmony with society. While admitting that the sequence of these instrumentalities was illustrated by the history of Jewish Law until the point of equity had been passed, the lecturer joined issue with Dr. Nathan Isaacs, of the Cincinnati Law School, on his theory of recurrent cycles of Maine's instrumentalities as being, so far as legislation was concerned, inapplicable to Jewish Law, since, in the submission of the lecturer, apart from the Pentateuch there was not any supreme statutory enactments of the character of paramount legislation. Mr. Benas emphasised the particular necessity of the legal device in Jewish Law which served the three-fold purpose of maintaining the fabric of the law intact, providing the means for necessary elasticity and indicating the methods by which such elasticity could be secured without injury to the fabric itself. In conclusion, the lecturer gave some illustrations of legal devices in Jewish Law, showing that their nature disclosed the fact that the legal device was a phenomenon which seemed to attain universality in jurisprudence. A discussion was opened by Dr. Samuel Daiches. Thanks were accorded to the lecturer on the motion of Mr. Herbert Bentwich, LL.B.

Gray's Inn.

The Benchers of Gray's Inn have resolved that from the 2nd to the 31st of August the gardens of Gray's Inn shall be open to the children of the surrounding district on fine evenings from 6 to 8 p.m.

The children will be admitted at the gate in Verulam Buildings.

Gray's Inn Chapel is closed for the vacation and will be reopened on the first Sunday in October.

Gloucestershire and Wiltshire Incorporated Law Society.

The annual general meeting of this Society was held at Frampton-on-Severn, Gloucestershire, on 12th July. There were present, Mr. A. L. Forrester (Malmesbury), (President), Mr. R. H. Penley (Dursley), (Vice-President), Messrs. B. T. Gurney, W. G. Gurney, R. McLaren, I. D. Yeaman (Cheltenham), R. J. Mullings, H. St. G. Rawlins (Cirencester), F. E. Francillon (Dursley), Frank H. Bretherton, C. G. Clutterbuck, E. F. T. Fowler, E. T. Gardom, T. Hannam-Clark, C. E. Jeens, J. E. Matthews (Gloucester), G. H. Pavey-Smith (Nailsworth), J. R. M. Ball, W. R. Bloxam, A. H. G. Heelas, R. J. C. Little, C. G. Norris, J. L. Norris, C. J. L. Sheppard, R. H. Smith, E. N. Witchell (Stroud), A. C. Jonas (Salisbury), A. O. Jupp, W. H. Kinneir, J. W. Pridham, J. C. Wood (Swindon), H. Goldingham (Wotton-under-Edge), and H. Dale (Wootton Bassett), with Mr. Herbert H. Scott (Hon. Secretary).

Mr. R. H. Penley (Dursley) was elected President, and Mr. A. C. Jonas (Salisbury) Vice-President for the ensuing year.

A sum of £78 was voted in charitable grants. The Poor Persons Cases Committee reported that thirty-nine applications had been dealt with during the past year.

In the afternoon the members proceeded to Stinchcombe Hill, where, by kindly arrangement with the Golf Club committee, they were hospitably entertained to tea by the new President and Mrs. Penley.

The Society now numbers 143 solicitors practising in Gloucestershire and Wiltshire.

Bournemouth Law Society.

PLEASANT LEGAL GATHERING.

There was a great gathering of lawyers at Parkstone, when the members of the Dorset Law Society were invited to meet the members of the Bournemouth Law Society at Hill Cottage, Constitution Hill, the picturesque residence of Mr. Tilney Barton, who, for twenty-two years, has been Official Receiver for the Dorchester bankruptcy district, and is now serving his second year of office as president of the Bournemouth Law Society. There was an attendance of about 100 members of the county society and their wives, who came from all quarters of the county to meet their Bournemouth brethren, while Yeovil, Burton, Salisbury, Lymington, and Christchurch were also represented, and the presence of His Honour Judge Maxwell and Mrs. Maxwell was appreciated by all.

Legal Notes and News.

Honours and Appointments.

Sir ERNEST EDWARD WILD, K.C., the Recorder of London, has been elected to the Court of the Worshipful Company of Painter Stainers. Sir Ernest was called to the Bar in 1893, took silk in 1912, and was appointed Recorder of London in 1922.

The King has approved the appointment of Sir KENNETH JAMES BEATTY, Chief Justice of Bermuda, to be Chief Justice of the Bahamas in place of Mr. E. R. Logan.

Mr. HAROLD TUFFEE, solicitor, Gravesend, has been appointed Clerk to the Swanscombe (Kent) Urban District Council. Mr. Tuffee, who was admitted in 1905, was for several years prior to the war an assistant in the office of Mr. T. G. Baynes, solicitor, Clerk to the Bexley Urban District Council.

Wills and Bequests.

Mr. Edwin Luke Spencer, of Bryntirion, Welshpool, Llanidloes, Montgomery, solicitor, Town Clerk of Welshpool (net personalty £4,639), £7,304.

Mr. Wellstood Alexander Watt, retired solicitor, Pollokshields, Glasgow, left estate of the gross value of £17,693.

Mr. Bradford Leslie Gordon, M.C., B.Sc. (thirty-nine), of Belsize Avenue, Hampstead, N.W., of the Legal Branch, Board of Education, left estate of the gross value of £4,122.

Mr. James Aytoun, seventy-eight, late of Morningside-place, Edinburgh, and care of Melville & Lindesay, Writers to the Signet, George-street, Edinburgh, left personal estate in Great Britain of the gross value of £4,337.

Mr. William Sydney Sweet-Escott (fifty-eight), solicitor, of Victoria Road, Penarth, Glamorgan, a director of Messrs. S. A. Brain and Co., Limited, the Old Brewery, Cardiff, and partner in the firm of W. S. and H. H. Sweet-Escott, solicitors, of Cardiff and Penarth, left estate of the gross value of £35,035.

Mr. Charles Alfred Piper (sixty-four), of Alresford, Ashley Road, Epsom, and of Messrs. Piper, Smith & Piper, solicitors, Vincent Square, S.W., left estate of the gross value of £23,037.

Mr. Frank Walter Faulkner, solicitor, of Chandos Street, Cavendish Square, York Terrace, Regent's Park, N.W., and Westonin Grange, Westonin, Bedford, left estate of the gross value of £10,191.

A DEFINITION OF "DRUNK."

REX *v.* HERBERT PRESDEE.

A successful appeal was brought by Herbert Presdee, who at the Worcestershire Quarter Sessions had been sentenced to one month's imprisonment in the second division on a charge of being drunk in charge of a motor car.

Sir Travers Humphreys, for Presdee, explained that the appeal came up on the certification of the chairman of the sessions, and raised the question of the true interpretation of the meaning of the phrase "drunk in charge of a motor car." The chairman told the jury that he thought the definition of "drunk" in such a case meant that by reason of the alcohol consumed, a man was unfit to drive a motor car. The jury found that the appellant was guilty of being incapable of driving a motor car because of the alcohol he had consumed, but that he was not drunk. Thereupon the counsel for the defence asked that Presdee should be discharged, but the chairman would not order that course.

Lord Hewart, giving judgment, said the jury found that the appellant was not drunk, and no amount of argument or ingenuity seemed capable of getting rid of that plain verdict. Whether the word "drunk" in that particular context ought to be defined in the public interest was a matter well worth consideration. However, that conviction could not stand. The appeal must be allowed and the conviction quashed.

ANGLO-GERMAN TRIBUNAL.

CLAIM BY TRUSTEE IN BANKRUPTCY.

The Second Division of the Anglo-German Mixed Arbitral Tribunal, consisting of Baron Van Heeckeren (President), Mr. Heber Hart, K.C. (British Arbitrator), and Dr. A. N. Zacharias (German Arbitrator), sitting in London, dismissed the claim brought by Mr. Thomas Turketine, as trustee in bankruptcy of Arthur Zadig, against Cæsar Zadig (a German national), for half share of the assets of a partnership business carried on under the name of C. & A. Zadig & Co., in London, before the war.

It appeared that Arthur and Cæsar Zadig, who are brothers, carried on business as contractors of portable railways. In 1910, there was a purported agreement to dissolve the partnership, evidenced by a letter from one of the brothers while staying at Monte Carlo, but there never was a formal dissolution, nor were any assets distributed. In fact, the business was carried on by the brothers as usual, though Cæsar asserted that he was merely the agent for his brother in the business after 1910. In December, 1914, Arthur Zadig became bankrupt, but Cæsar continued to carry on the business until his own internment, he being a German national.

Mr. Barry Cohen (Messrs Cohen & Cohen), on behalf of the trustee in bankruptcy, urged that he was entitled to half share of the assets in the business either on the dissolution by agreement in 1910 or on the dissolution by the bankruptcy of Arthur Zadig in 1914.

The British Government Agent (Mr. B. Honour) said the effect of ss. 42 and 43 of the Partnership Act was to make the amount due to an outgoing partner a debt on the part of the continuing partner as at the date of the dissolution of the partnership; and, if the dissolution took place in December, 1914, it would be a debt payable during the war arising out of the pre-war contract of partnership.

The Tribunal, in their judgment, said that in order to succeed in this case the claimant must show that at the outbreak of the war, or at some date during the war, Cæsar Zadig was indebted in the sum of £482 to his brother Arthur, or to his trustee in bankruptcy. The existence of this debt was not supported by the evidence of either Arthur or Cæsar Zadig. Both, on the contrary, denied it. On the materials before them the Tribunal were not able to find juridically that the partnership which it was admitted formerly existed was not dissolved; and even if it had been established that the partnership continued until the bankruptcy of Arthur Zadig in December, 1914, they could not find that it was established that Cæsar Zadig was then indebted to his brother Arthur in the amount claimed, or in any part thereof.

Judgment was entered for the debtor accordingly, £15 being allowed as costs.

INNER TEMPLE MOOT.

POSITION OF NOMINATED DIRECTOR.

A moot was held in the hall of the Inner Temple, recently, before Mr. W. A. Greene, K.C., when the following appeal was argued:—

X, Y and Z are three of the five directors of Company A. They were appointed to the board by Company B, which holds the majority of the share capital of Company A, and each of them before his appointment and in consideration thereof signed an undertaking to resign his directorship when called upon by Company B to do so.

At a board meeting of Company A a resolution is moved by X in favour of the adoption of a certain course by Company A which will be beneficial to Company B. X, Y and Z are not precluded by the articles of association of Company A from voting on the resolution. Z, being of opinion that the course proposed will prejudice Company A, votes against the resolution, as do the two independent directors, X and Y voting in favour of it. Company B thereupon calls upon Z to resign his directorship and intimates that unless he does so within seven days Company B will requisition a meeting of the Company with a view to securing his removal. The articles of association of Company A provide that a director may be removed from office by an extraordinary resolution. In addition to being a director, Z is a shareholder of Company A.

Z issues a writ against both companies asking for an injunction to restrain Company B from requisitioning and Company A from holding the proposed meeting. He sues in his individual

capacity and also, under the rules in *Foss* v. *Harbottle*, on behalf of himself and all other shareholders of Company A. Company B counter-claims for specific performance of the undertaking to resign given by Z on his appointment.

The trial judge finds as a fact that the course of action proposed at the board meeting was not proposed *bonâ fide* in the interests of Company A, but with a view to benefiting Company B at the expense of Company A. He dismisses both action and counter-claim. Z and Company B each appeal.

Counsel for appellant Z were Mr. Grange Turner (barrister) and Mr. J. F. Bowyer (student); and for respondent Company B, Mr. S. Benady (barrister) and Mr. D. Potter (student).

The judge held that the appeal must fail, and that both the action and the counter-claim must be dismissed. The case illustrated certain important questions of company practice and equitable principle. It also made manifest the difficult position of a business man who accepted office in a subordinate company on the nomination of the controlling company. Clearly a director was at all times bound to fulfil the duties he owed to his company, but in the circumstances of this case action was taken too soon. There was nothing to show that if the meeting was held (the holding of which it was sought by injunction to prevent) the meeting would appoint a new director who would carry out the schemes of the controlling company, or even that the meeting would adopt and confirm the policy of the controlling company. If and when either of these events happened, the court would and could intervene with effect. But as the facts stood Company A had struck too soon.

As regards the counter-claim, the fact that the contract was valid in its inception did not conclude the matter. The contract could be used for the commission of acts that were reprehensible. It appeared here that Company B required Z to resign because he would not lend himself to help to carry out the fraud of the company that appointed him. And the company now sought the help of the court to remove him because of such refusal. This the court would not do. Those who sought its assistance must come with clean hands, and in the present instance the hands of Company B were dirty indeed.

LAW OF BILLIARD ROOMS.

The Scarborough magistrates on Monday adjourned to Friday for consideration by a full bench an application by Mr. W. G. Ireland, licensee of Ye Olde No. 11, Newborough, for permission to supply drink in his billiard-room on Sundays during the Scarborough season. It was stated that under the Gaming Act of 1845 billiard-rooms in licensed houses must be locked up on Sundays, and that it is not sufficient to cover up the tables; drink must not be supplied there. The chief constable stated, in reply to the magistrates' clerk, that there were places in Scarborough where liquor was supplied in the billiard-room on Sundays, but that the room is not used as such; the tables were covered up. The chairman (Mr. J. Farquhar) said that the magistrates could not grant the exemption asked for, or they would be law-breakers, but a full meeting of magistrates would be held on Friday to consider the matter.

HEALTH WORKERS' 11,290 MILES.

It is interesting to note that the nurses co-operating with the Mutual Property Insurance Company's free nursing service while in the course of their crusade for better health, have already travelled over 11,290 miles visiting the company's industrial policy-holders.

In the Australian Arbitration Court, Judge Drake-Brockman granted an injunction restraining the Amalgamated Engineering Union and three of its members employed by Messrs. Chubbs, Limited, from continuing the strike against piece work. The Judge ordered the men to be cited as representatives of their union, and the injunction therefore applies to all the members.

THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL, WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement, Thursday, 11th August, 1927.

	Middle Price 3rd Aug.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	84⅝	4	14	6	—		
Consols 2½%	54¾	4	11	6	—		
War Loan 5% 1929-47	101 9/16	4	18	6	4	19	0
War Loan 4½% 1925-45	96¼	4	13	6	4	17	0
War Loan 4% (Tax free) 1929-42	101⅜	3	19	0	3	19	6
Funding 4% Loan 1960-90	86 15/16	4	12	0	4	14	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94	4	5	6	4	9	0
Conversion 4½% Loan 1940-44	97¼	4	12	6	4	15	6
Conversion 3½% Loan 1961	76⅜	4	11	6	—		
Local Loans 3% Stock 1921 or after	63 15/16	4	14	0	—		
Bank Stock	253	4	15	0	—		
India 4½% 1950-55	93⅞	4	16	0	4	19	0
India 3½%	71¼	4	18	0	—		
India 3%	61⅛	4	18	0	—		
Sudan 4½% 1939-73	92¾	4	17	0	4	18	0
Sudan 4% 1974	84½	4	15	0	4	18	6
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years)	80¾	3	14	0	4	12	6
Colonial Securities.							
Canada 3% 1938	84½	3	11	6	4	18	0
Cape of Good Hope 4% 1916-36	94	4	5	6	5	0	0
Cape of Good Hope 3½% 1929-49	80	4	8	6	5	0	6
Commonwealth of Australia 5% 1945-75	97⅞	5	2	0	5	2	6
Gold Coast 4½% 1956	93½	4	16	0	4	18	0
Jamaica 4½% 1941-71	92½	4	17	6	4	19	0
Natal 4% 1937	93¼	4	6	0	4	19	6
New South Wales 4½% 1935-45	90⅜	5	0	0	5	8	0
New South Wales 5% 1945-65	97½	5	3	0	5	4	0
New Zealand 4½% 1945	95xd	4	15	0	4	18	0
New Zealand 5% 1946	101⅝	4	18	6	4	18	6
Queensland 5% 1940-60	98½	5	2	0	5	3	6
South Africa 5% 1945-75	102	4	18	0	4	18	6
S. Australia 5% 1945-75	97⅝	5	2	6	5	3	0
Tasmania 5% 1945-75	99¼	5	1	0	5	1	6
Victoria 5% 1945-75	99	5	1	0	5	2	6
W. Australia 5% 1945-75	97⅜	5	2	6	5	3	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corpn.	62½	4	16	0	—		
Birmingham 5% 1946-56	103½	4	17	6	4	17	0
Cardiff 5% 1945-65	102¼	4	18	0	4	18	6
Croydon 3% 1940-60	69¼	4	7	6	5	0	0
Hull 3½% 1925-55	77¾	4	10	0	5	0	0
Liverpool 3½% on or after 1942 at option of Corpn.	73	4	16	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52½xd	4	15	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4	16	0	—		
Manchester 3% on or after 1941	62¾	4	15	6	—		
Metropolitan Water Board 3% 'A' 1963-2003	63	4	15	6	4	17	6
Metropolitan Water Board 3% 'B' 1934-2003	63¾xd	4	14	0	4	16	0
Middlesex C. C. 3½% 1927-47	82	4	5	6	4	17	0
Newcastle 3½% irredeemable	71¼	4	19	0	—		
Nottingham 3% irredeemable	62½	4	16	0	—		
Stockton 5% 1946-66	100¾	4	19	6	4	19	6
Wolverhampton 5% 1946-56	102½	4	17	6	4	18	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	79½	5	0	6	—		
Gt. Western Rly. 5% Rent Charge	97	5	3	0	—		
Gt. Western Rly. 5% Preference	94½	5	6	0	—		
L. North Eastern Rly. 4% Debenture	74½	5	7	6	—		
L. North Eastern Rly. 4% Guaranteed	70¾	5	12	6	—		
L. North Eastern Rly. 4% 1st Preference	63	6	6	6	—		
L. Mid. & Scot. Rly. 4% Debenture	78⅓	5	2	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	76½	5	5	0	—		
L. Mid. & Scot. Rly. 4% Preference	72	5	11	0	—		
Southern Railway 4% Debenture	77¾	5	3	0	—		
Southern Railway 5% Guaranteed	97½	5	2	6	—		
Southern Railway 5% Preference	90	5	11	0	—		

THE SOLICITORS' JOURNAL

AND WEEKLY REPORTER.

PUBLISHED EVERY SATURDAY. PRICE ONE SHILLING.

TO THE LEGAL PROFESSION.

AN extensive series of brilliant Articles on important aspects of various branches of law, by some of the most eminent authorities of the day, will appear exclusively in this Journal. The first series include:

Mr. ALEXANDER MACMORRAN, M.A., K.C. (Editor of Lumley's Public Health Act, Macmorran's Local Government, etc.).
Mr. E. P. HEWITT, LL.D., K.C.
Sir BENJAMIN CHERRY, LL.B.
Mr. J. F. W. GALBRAITH, K.C., M.P.
Sir TRAVERS HUMPHREYS (Senior Treasury Counsel).
Mr. R. C. MAXWELL, B.A., LL.D.
Mr. R. A. GLEN, M.A., LL.B.
Mr. A. J. FELLOWS, B.A. (of Lincoln's Inn).
Mr. T. BOURCHIER CHILCOTT (of Lincoln's Inn).
Mr. ALBERT LIECK (Chief Clerk, Marlborough Street Police Court).

A Series of weekly Articles on "Highways," "Private Streets," "Commissions of Sewers," Sewers and Drains.
"Trade Unions and the Law."
"Lord Birkenhead's Acts."
"Deposits on Sale of Land."
"Some Modern Criminal Legislation."
"The Conduct of Local Public Inquiries."
"Some Legal Aspects of Town Planning."
"Large Landowners and the Companies Acts."
"The Companies Bill."
"Conveyance of Land subject to Trusts for Charitable Purposes."
"The Effect of the Great War on Criminal Legislation."

This list will be extended, and further particulars published from time to time.

The Points in Practice department of the paper will be of the greatest service to you.

Extracts from some appreciatory letters typical of the many we have received from Subscribers:—

"It is very kind of you to have sent this reply before it is published in THE SOLICITORS' JOURNAL."

"We should like to take this opportunity of saying how much we appreciate the 'Points in Practice' which appear in the Journal from week to week and how helpful we have found them in many instances."
READING.

"We are very much obliged to you for the careful attention which you have given to our query, and also for the information contained in your reply."
BRADFORD.

"We are very much obliged for your letter of yesterday's date with answers to our questions and much appreciate your early reply."
NORTHAMPTON.

"I am much obliged for what you have done and thank you for the trouble you have taken to elucidate the matter."
LIVERPOOL.

"We thank you for yours of yesterday's date with replies to our queries and are obliged for the prompt attention given by you."
BIRMINGHAM.

"I am in receipt of your letter of the 7th inst., and enclosure, and I very much appreciate the promptness and courtesy with which you have dealt with the matter. Please accept my grateful thanks."
HULL.

"Please accept our best thanks for your letter of the 28th May enclosing a reply to our query, which is most helpful."
WARRINGTON.

"I thank you for your letter of yesterday's date enclosing reply to query which will certainly be helpful."
NEWCASTLE-ON-TYNE.

"We are much obliged for your prompt reply to our query and we thank you for the assistance given."
SOUTHAMPTON.

All inquiries should be forwarded to:—

THE ASSISTANT EDITOR,
"SOLICITORS' JOURNAL,
EDITORIAL DEPARTMENT,
94-97, FETTER LANE, E.C.4.

TELEPHONE: HOLBORN 1853.

ESTABLISHED 1852.

DRIVERS & NORRIS,
F.A.I.,

AUCTIONEERS, VALUERS,
SURVEYORS, HOUSE, ESTATE
AND FACTORY AGENTS

407, HOLLOWAY RD., N.7.

Telegrams: "DRIVERS, HOLLOWAY." 'Phone NORTH 1503 & 1504.

EXPERT VALUER FOR PROBATE AND ALL PURPOSES.

HOUSEHOLD VALUATIONS.
Pearls, Emeralds, Diamonds, Ancient Silver, etc., Valued or Sold at my
WEEKLY AUCTION SALES.
ESTATES MANAGED. RENTS COLLECTED.
DILAPIDATION SCHEDULES PREPARED.
SURVEYS FOR ALL PURPOSES UNDERTAKEN.
W. E. HURCOMB,
CALDER HOUSE, PICCADILLY, W.1.
(ENTRANCE, 1, DOVER ST.) 'Phone: REGENT 6878-9.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN
Surveyors, Valuers, Auctioneers, and Estate Agents,
22, CHANCERY LANE, W.C.2.
SALES BY AUCTION.
VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.
RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

FIELD & SONS,
(Established over 100 years.)
CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.
AUCTION SALES at the MART MONTHLY.
OFFICES:
54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
ABBEY HOUSE, VICTORIA STREET, S.W.1.

SALTER, REX & CO.
Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5,
and 121, CHEAPSIDE, E.C.2.
Telephones—HAMPSTEAD 4042 and CITY 8394.

H. J. BLISS & SONS
MONTHLY SALES at the LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4.
Special attention also given to
Management of House Property, Valuations, Specifications of Repairs and Dilapidations, Compensation Claims.
106, Cheapside, E.C.2 & 164, Bethnal Green Rd. E.2.

H. H. & J. ROBINSON,
F.A.I.,
Surveyors, Valuers, Auctioneers and Estate Agents,
42, CASTLE STREET, LIVERPOOL,
And at WATERLOO.

E. FRYETT, F.A.I.
(30 years' City experience)
MANAGING DIRECTOR OF
THE LONDON TRADE SALE ROOMS LTD.
Valuations and Realisations of
TRADE STOCKS
Of every description.
Office and Household Furniture.
WEEKLY SALES held at
The LONDON TRADE SALE ROOMS, LTD.,
78-81, Fetter Lane, and 24-26, Holborn, E.C.
Buyers attend these Sales from all parts of the Country.
Bankers: The National Provincial Bank, Ltd., 114, High Holborn, W.C.
Telephone (Private Exchange): Holborn 2633-4.

HARRODS, LTD.
Auctioneers, Estate Agents, Valuers.
Manager: OWEN WALLIS, F.A.I.
LOCAL OFFICE:
WEST BYFLEET, SURREY.
FURNITURE AUCTION GALLERIES:
KNIGHTSBRIDGE.
ESTATE SALE ROOM AND HEAD OFFICE:
62-64, BROMPTON ROAD, S.W.1.
TELEPHONE: SLOANE 1234.

GLEDHILL & GLEDHILL
SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,
82, BOROUGH HIGH ST., S.E.1.
Factory and Warehouse Surveyors.
HOP. **Properties entirely managed.** 5026.

PERIODICAL SALES.
ESTABLISHED 1843.
MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Offices, 6, Poultry, London, E.C.2. Telegrams, "Invariably Stock, London." Tel. No. City 1296 (3 lines)

PERIODICAL PROPERTY AUCTIONS.
MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably Stock, London." Tel. No. City 1296 (3 lines).

CAMBRIDGE: 27, Market Hill. OXFORD: 11, King Edward Street.
LONDON: 8, Suffolk Street, S.W.1.
J. CARTER JONAS & SONS.
ESTABLISHED 1858.
Surveyors, Land Agents, Auctioneers

GEORGE W. OSBORN
F.A.I., F.I.A.S.,
SURVEYOR AND VALUER,
19, NORWOOD ROAD HERNE HILL, S.E.24
ESTATES MANAGED.
Valuations for all purposes. 'Phone: Brixton 4628.

HERBERT PLATT,
F.A.L.P.A.,
THE JEWELLERS' AUCTIONEER AND VALUER
(30 years' experience),
(Member of National Association of Goldsmiths).
15, PATHFIELD ROAD,
STREATHAM COMMON, LONDON, S.W.16.
Telephone: STREATHAM 4050.
Telegrams: "GOLSILTRAD, STREATH, LONDON."

To BUY or SELL
MICROSCOPES, TELESCOPES, WIRELESS APPARATUS, CAMERAS, LATHES, JEWELLERY, FISHING TACKLE, FURNITURE, PORCELAIN AND GLASS, ANTIQUES, CURIOSITIES, ARMS AND ARMOUR, BOOKS, NATURAL HISTORY SPECIMENS.
VALUATIONS UNDERTAKEN.
Telephone: Gerrard 1824.
Telegrams: "Auks, Rand."
GO TO
STEVENS'S
(Established 161 years)
PERIODICAL SALES.
Write, Call or 'Phone
STEVENS'S AUCTION ROOMS LTD.,
38, KING STREET, COVENT GARDEN, W.C.2.

KNIGHT FRANK & RUTLEY'S
SALE ROOMS
FOR
JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,
And all classes of Valuable Property.
SALES IN COUNTRY HOUSES. FIRE VALUATIONS.
Special Estate Rooms for Auctions of Real Property and Investments.
20, HANOVER SQUARE, LONDON, W.1.

To Solicitors, Trustees and Executors.
DEBENHAM, STORR & SONS, LTD.,
AUCTION ROOMS.
(ESTABLISHED 1813).
Auctioneers and Valuers of all Classes of Property.
For the Sale of Jewellery, Antique and Modern Silver, Curios, Furniture, China, Choice Furs, Works of Art, &c.
Valuations made in Town and Country for all purposes.
APPLY:
26, King St., Covent Garden, London, W.C.
'Phone: 2399 Gerrard. Telegrams: "Viewing, London."

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 94-97, Fetter Lane, E.C.4. ('Phone: Holborn 1853.)
Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras, and R. Cambray & Co., 10, Hastings Street, Calcutta; Australia and New Zealand; "The Times," 255a, George Street, Sydney, N.S.W. Saturday, August 6th, 1927.